

# **33rd Annual Germantown Oktoberfest**

## **Food Vendor Contract**

### Festival Dates & Times:

Saturday, 13 Oct 2012

10:00 AM to 6:00 PM

1. By signing this contract the vendor agrees to pay rental specified for the booth size as indicated on the attached application. All fees where applicable are due with the submission of contract. All applications and fees are due NLT 15 June, 2012. Make checks payable to: KSEM. Visit the website at: [www.historicgermantown.com](http://www.historicgermantown.com).
2. Vendor agrees to submit a certificate of insurance NLT 15 August, 2012 with a minimum of \$1,000,000 (one million dollars) insurance coverage and listing: Assumption Church Oktoberfest (ACO, KSEM, and Metro Government and Davidson County as additional insured under their policy).
3. Vendor agrees to indemnify and hold harmless: KSEM, Assumption Church, Monroe Street United Methodist Church, and Metro Government of Nashville and Davidson County and the staffs and boards of these organizations against any claim or action for any cause. Vendor agrees that they will be responsible for their own insurance under this hold harmless clause, which is made a part of this contract.
4. Vendor will submit a complete menu to include prices of items to be sold at this venue. It is understood that booth spaces will not be allocated until menu and all other requested information is received.
5. Vendor understands that it is their responsibility to provide their booth, tent, trailer, power, etc. If utilizing a tent, application must include a copy of the flame spread certificate and must meet the basic requirement of NFP 701. In addition vendor agrees to adhere to all Health and Fire Department regulations related to booth set up and proper food preparation and service. Vendor understands that the Health and or Fire Department will close their operation and vendor will forfeit all fees paid under this agreement if standards are not adhered to.
6. Vendor understands that it is their responsibility to obtain a Propane Permit from the Metro Fire Marshall's Office prior to setting up for the event if applicable.
7. Vendor understands that they may sell beverages for \$2.00 for water and \$3.00 for soda. Plastic bottles only. There will be a drink premium of \$75. Any drinks other than soda and water must be approved by KSEM.

8. Vendor understands that the Assumption Church Oktoberfest name and logo are restricted trademarks. As such, any use of these is strictly prohibited without written consent from HGA.
9. It is understood that this is a cash event. No tickets or tokens will be taken. Vendor is responsible for providing their own change throughout the event.
10. No smoking paraphernalia or any items deemed inappropriate or illegal by the State of Tennessee may be sold.
11. Tennessee sales tax will be the sole responsibility of the vendor. A blanket Certificate of resale will be presented to KSEM prior to the start of the event.
12. It is understood that by submitting my application and menu does not guarantee a spot at this event. KSEM will notify vendor in writing or via email of their acceptance and approved menu. Attempts to sell any other items not on the pre-approval letter to include beverage will result in termination of this agreement and the forfeiture of any and all fees paid.
13. Vendor understands that if a major sponsor is designated then Vendor may be required to use that name.
14. Vendor understands that they will be fined a minimum of \$500.00 for not disposing of waste properly, this includes utilizing onsite grease traps or hauling waste off site. Vendor understands that tree wells are not to be used as trash or waste receptacles.
15. Any violation of this agreement including any infringement upon beverage sales will permit the immediate termination of this agreement.
16. It is understood that not all items listed above are pertinent to every food vendor, contact Tom Kiermaier at 615/429-3118 or via email at: info@ksemevents.com should any questions arise.
17. Vendor agrees to leave the site as clean as they found it.
18. Other agree conditions: \_\_\_\_\_  
\_\_\_\_\_.

Accepted By:

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Vendor/Date

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KSEM /Date

## Oktoberfest 2012 Food Vendor Application

Company: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone/Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Vendor Type: Food \_\_\_\_\_ Retail \_\_\_\_\_ Non-Profit \_\_\_\_\_

1. Booth Size
- |                |            |
|----------------|------------|
| Quantity _____ | Size _____ |
| Quantity _____ | Size _____ |

NOTE: Please Include Trailer tongue in measurements.

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|--|----------|
| 2. Application Fee:                              | \$ 20.00 |
| 3. Booth Guarantee Fee – deducted from Booth Fee | \$200.00 |
| 3. Booth Fee: 30% of Gross Sales after taxes.    |          |
| 4. Drink Fee                                     | \$ 75.00 |
| 4. Total Due with Application                    | \$295.00 |

Please ensure that you enclose the following:  
Flame Spread Certificate - If utilizing a tent  
Certificate of Insurance  
Menu and price list  
Picture of Booth Setup – If applicable

**Please note the following: There is no power available at this location. You will be responsible for providing your own power source.**