

# CONTRACT FOR 2011 OAHE DAYS Arts Festival

The 2011 Oahe Days Arts Festival celebration will be held June 17<sup>th</sup>, 18<sup>th</sup> and 19<sup>th</sup>.

**\*\*\*Please be sure to read your contract carefully!\*\*\***

## PURPOSE:

The purpose of this contract is to formalize the agreement between Oahe Days and the concessionaires. We find a need to set guidelines so visitors can depend on a high standard of quality and consistency in our celebration. This should help guarantee a successful time for us and for you, our concessionaires, a profit.

FEES: <u>FOR ALL THREE DAYS</u>	<u>DEPOSIT (non-refundable)</u>	= <u>TOTAL</u>
\$225.00 per space (Electrical included)	+ \$50.00	\$275.00

The deposit MUST be returned with this contract POSTMARKED BY APRIL 20, 2011.  
**NOTICE OF ACCEPTANCE OR REJECTION WILL BE SENT BY May 1st, 2011.**

## PAYMENT OF FEES:

It is required that each selected concessionaire pay the total charges set forth under FEES by June 1st, 2011. These are NON-REFUNDABLE and must be in hand before space is allocated.

**NON-PAYMENT BY May 15, 2011 WILL RESULT IN A LATE FEE OF \$50 OR POSSIBLE LOSS OF YOUR SPACE.**

## PRODUCT LIST:

An EXACT product list is required with your application. This will allow the Oahe Days Food Vendor Committee to limit product duplication among the food vendors. No changes or alterations in product list will be allowed without permission from the Oahe Days Food Vendor Committee.

## UNIT DESCRIPTION:

A photo, complete dimensions of each vendor unit and electrical needs are also required. This will allow better spacing of the units as size varies from unit to unit. Please return with your application before May 1, 2011.

## OPERATION DAYS:

To insure consistency in the concession area, the following hours are **MANDATORY**:

Friday	6:00 PM to 12:00 PM	
Saturday	10:00 AM to 12:00 PM	optional until 1:00 am –end of concert
Sunday	10:00 AM to 4:00 PM	

SET UP/TAKE DOWN:

**The park will be available to set up Friday from 8:00 AM to 5:00 PM.** *To eliminate the confusion at set up, a schedule for set up will be provided.* All food concessionaires must be set up by 5:00 PM Friday, June 17, 2011.

Concessionaires **MAY NOT** take down any part of their concession booth prior to 4:00 PM on Sunday. **DO NOT ENTER PARK FOR TAKEDOWN WITHOUT SPECIFIC PERMISSION FROM A DESIGNATED COMMITTEE MEMBER.** This is done for everyone's safety.

Concessionaires are entirely responsible for their own equipment, space, and providing any and all equipment and accessories required to operate their concessions in a safe, clean and professional manner. **The Oahe Days Committee IS NOT obligated to transport your equipment or supplies.**

CLEAN UP:

Concessionaires are totally responsible for maintaining a clean area, not limited to their 20 ft. by 20-ft. space and properly disposing of garbage and litter. Each concessionaire must provide two 30-gallon garbage cans with liners. Failure to do so could result in loss of space next year and any state health citations that may apply.

ELECTRICITY, WATER AND SPACE:

- 1) Each concessionaire will be assigned a 20-ft. x 20-ft. space. You **MAY NOT EXCEED** this area. Any exceptions require special approval from the Oahe Days Committee. As in the past, the City of Pierre requires plywood to be placed under all wheels of the vendors unit to protect the grass. Driving into the park may also be limited. **SPACES ARE NOT ASSIGNED UNTIL JUNE 1, 2010.**
- 2) In accordance with the South Dakota electrical code, each concessionaire may be served by one electrical cord or source—see SD wiring bulletin 20:44:24. Such cord must have enough electrical capacity to serve the electrical needs of the trailer, booth, tent, stand or whatever form used by the concessionaire to present their products. It must also have a single disconnecting means with overcurrent protection. There is no additional charge for electricity. This is included in the FEES section.
- 3) Fresh water will be available at one location in the concession area. A waste water disposal will also be available and must be used. Old or used grease must be kept separate from fresh water. **A grease receptacle will not be provided. DUMPING IN THE RIVER OR OTHER UNAPPROVED LOCATION IS STRICTLY PROHIBITED.**

PRIOR APPROVAL AND RESERVATIONS:

All events and concessionaires must have prior approval for the Oahe Days Food Vendor Committee to insure that Oahe Days continues its image of wholesome family fun.

**It is solely within the discretion of the Oahe Days Committee, as to whom or what entity will be allowed a space in the Oahe Days celebration.**

Those organizations that have complied with the prerequisites of this contract will be eligible for participation in our annual event.

INSURANCE:

Each concessionaire shall be responsible for their own insurance(s) (a minimum of \$100,000 liability) and any other proper coverage needed in doing business. The Oahe Days committee is not responsible for any concessionaire's business.

**Insurance certificates are required along with contract agreement by May 15, 2011 before a space is allocated to any concessionaire.**

LICENSES:

All concessionaires are responsible for any and all licenses required by state or local government, and this governing body. They must be presented with all fees by May 15, 2011. (A copy is required by the Oahe Days Committee for our files.)

PENALTIES:

Any violations of the stipulations and requirements of this contract may result in the suspension from future Oahe Days celebration, as well as any state and local citations that could apply.

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**PLEASE BE SURE TO READ YOUR CONTRACT CAREFULLY**

**CONCESSIONAIRES  
CONTRACT AGREEMENT**

I have read the forgoing terms and conditions of this contract and agree to abide by all conditions set forth.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Concession Name and Signature of Responsible Party

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Email Address

( \_\_\_\_\_ )  
Telephone Number

Electricity:  
\_\_\_\_\_ Amps and watts required \_\_\_\_\_

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Received on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

***Please return completed contract to:  
Oahe Days Arts Festival  
C/O Food Vendor Committee Chair  
PO Box 55, Pierre, SD 57501***

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**Returning this contract with a deposit does not guarantee you a space at the 2011 Pierre Oahe Days. Space is limited.** You will be notified by May 1, 2011 with acceptance or rejection for this celebration.

