



# Madison County Covered Bridge Festival

## 2010 Food Vendor Contract

October 9 & 10, 2010

[acctg.cbf@madisoncounty.com](mailto:acctg.cbf@madisoncounty.com) [www.madisoncounty.com](http://www.madisoncounty.com)

515-462-1185 fax: 515-462-1393

### Office Use Only

Date Received \_\_\_\_\_  
 Check # \_\_\_\_\_  
 Juried: \_\_\_\_\_  
 Booth Location: \_\_\_\_\_  
 Accepted: \_\_\_\_\_  
 Declined: \_\_\_\_\_  
 Postcard Sent: \_\_\_\_\_

**Show Hours are 9:00 a.m. to 5:00 p.m. Saturday & Sunday – Vendors must be open and staffed the entire time both days. This is an outdoor show and subject to the elements!**

This agreement is made and entered into by and between the Madison County Chamber of Commerce and

Firm/Organization		Authorized Agent/Booth Holder	
Daytime Phone		e-mail Address	
Street Address	City	State	Zip Code

- Booth Spaces:**
- \_\_\_\_\_ Traditional - \$135 for 12 ft x 12 ft deep  
Designed to fit our pioneer theme and are generally made from barn boards or other rustic materials.
  - \_\_\_\_\_ Traditional with 110 electricity - \$175 (same description as above)
  - \_\_\_\_\_ Traditional with 220 electricity - \$185 (same description as above)
  - \_\_\_\_\_ Pop Up Tent - \$225 for 10 ft x 12 ft deep – any color\*
  - \_\_\_\_\_ Pop Up Tent with 110 electricity - \$260
  - \_\_\_\_\_ Additional space beyond the minimum is \$15.00 per foot.

\*Pop Up tent size – there will be a minimum of 2' per side for additional space for inventory and 2' at the rear of the space for storage. A maximum of an additional 5 feet on the frontage of your space may be used for display/items for sale.

Each Vendor shall comply with the following rules and regulations in addition to complying with any and all statutes and ordinances of the State of Iowa, County of Madison and City of Winterset pertinent to the Vendor's participation in the Festival including, but not limited to, statutes and ordinances affecting gambling, health and sanitation, building, electrical construction, maintenance, and fire safety. Each Vendor is responsible for all of their own permits and exemptions including sales tax permits. Sales tax in Madison County is 7%. Please attach a photocopy of your Iowa Sales Tax Permit to your application. There is a place to check on the application form to request a Temporary IA Sales Tax Permit application. The Chamber and the Vendor Committee shall have the right to interpret the following rules and regulations, to amend or add such rules and regulations as it might deem appropriate and to enforce compliance with such rules and regulations. The Vendor Committee reserves the right to refuse rent of space to anyone and to regulate the types of items offered for sale. Any violation of these rules and regulations or of referenced statutes and ordinances shall result in immediate forfeiture of all rights of participation in the Festival including any moneys deposited to secure participation in the Festival.

Vendor agrees that it will protect, defend, hold harmless and indemnify the Chamber, Vendor Committee, and City of Winterset, their directors, officers, agents, employees, and volunteers from and against any and all expenses, claims, actions, liabilities, attorney fees, damages and losses of any kind whatsoever, actual or alleged, resulting from or concerned with the participation as a Vendor in the Festival. The Chamber, Vendor Committee, and the City of Winterset shall not be liable for any loss or damage to any merchandise or personal property in or about Vendor's booth(s) regardless of the cause of such loss or damage.

- Vendor **must** provide proof of insurance with \$1 million liability coverage that lists Madison County Covered Bridge Festival as an additional insured covering the dates of the Festival.
- Vendors **must** submit pictures of their booth and menu with their application.
- The Festival Committee **encourages Vendors to promote our pioneer theme by decorating booths and dressing in pioneer costume. A certificate toward next year's booth fee will be awarded to the best food vendor.**
- Once a space is sold, it must be occupied by the approved food items and operated by the approved Vendor. Subleasing of all or any assigned booth space is strictly prohibited. Vendor **cannot** allow another party to exhibit, promote in any manner, or take orders in the booth.
- Specific guidelines for booth set up and removal will be sent to Vendors approximately one month prior to the Festival. Booths must be constructed and ready for operation by 8:00 a.m. on Saturday. Vendors may bring vehicles onto the grounds to restock booths between 6:00 and 8:00 a.m. on Sunday. Vehicles on the grounds after 8:00 a.m. **will be towed**. Please note that while the gates do not officially open until 9:00 a.m. each day, people will have access to the square and the booths as early as 7:00 a.m. A member of the Vendor Committee will check each booth for rule compliance on Friday evening and periodically throughout the Festival. Tear down **will begin after 5:00 p.m. on Sunday** and must be completed by 9:00 p.m. Please be aware that streets may be open to through traffic by 6:00 p.m. on Sunday night.
- Checks postdated or returned unpaid by the bank are subject to a \$25.00 service fee and/or disqualification.
- The Vendor Committee reserves the right to remove a booth from the Festival if the booth is constructed in an unsafe manner. Vendors will confine their operations to the booth and **shall not** solicit business outside the booth.
- All food handlers **must** wear rubber/latex gloves while handling food.
- Vendors' booths and the area around them must be kept clean of all refuse, rubbish, and garbage which will be deposited in containers provided. **Any grease or charcoal must be deposited in the special Grease Dumpster located in the alley on**

Continued on back

- **the east side of the square. Each food vendor is responsible for the appropriate disposal of grease. Failure to dispose of grease, charcoal, or trash properly will jeopardize vendor's participation in future Festivals.**
- The Vendor Committee will provide each Vendor with one (1) vehicle pass/ID number that corresponds with their booth number. The pass allows entry of a vehicle through the barricaded boundaries of the Festival before and after hours of operation only.
- Please display the number in your vehicle throughout the event. All vehicles **must be parked** outside the barricades. The Vendor booth fee includes two (2) ID bracelets per booth which permits access to the Festival for both days. Additional passes are available by request.
- **Electric space heaters are NOT allowed** per the City of Winterset.
- Each booth **must have** a fire extinguisher.
- Only service animals **will be permitted** on Festival grounds. There are to be no pets inside the barricades.

<b>Calculate Cost:</b>	Traditional or Pop Up Booth	_____
	Additional feet at \$15 per foot	_____
	Less 10% for Madison County residents	_____
	Grease disposal fee - \$20.00	_____
	Late fee after June 1 - \$20.00	_____
	<b>Total Cost</b>	_____

**Check List: Items to be included with application**

- \_\_\_\_ Pictures of booth and a menu of items to be sold
- \_\_\_\_ Copy of current Iowa Sales Tax Certificate      \_\_\_\_ I request a temporary Iowa Sales Tax Permit
- \_\_\_\_ Copy of Certificate of Insurance with \$1 million liability coverage that lists Madison County Covered Bridge Festival as an additional insured covering the dates of the Festival
- \_\_\_\_ Check or credit card information for cost of booth
- \_\_\_\_ Vendor Contract signed and dated

**Credit Card:**    \_\_\_\_ Visa    \_\_\_\_ Master Card

Credit Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

3 Number Code from back of Card \_\_\_\_\_

**Mail all documents to Madison County Covered Bridge Festival, 73 Jefferson, Winterset, Iowa 50273.**

*I, the undersigned, dutifully swear that I have thoroughly read this contract. By signing this application, I acknowledge and accept all terms of this contract.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_