

# **Concession and Vendor Rules and Regulations**

BeaOutdoors P.O. Box 617 Laurelville, Ohio 43135

# **Governing Concessions Rules**

#### ALL RULES AND REGULATIONS REFERRED TO HEREIN ARE MADE A PART OF THE CONDITIONS UNDER WHICH PERMITS ARE GRANTED TO CONCESSIONS AND PRIVILEGES.

1. The BeaOutdoors Hocking Hills Bigfoot Festival Committee reserves the right to interpret, amend or all to same.

2. The BeaOutdoors Hocking Hills Bigfoot Festival Committee reserves the right to limit the number of concessions.

3. No person shall be permitted to make solicitations of any nature on the streets except in contracted Concession or Commercially rented spaces. No person will be permitted to post or display signs, distribute handbills, or advertise material except persons under contract. No person shall sell or distribute free, any merchandise, except persons under contract.

4. Concessions shall open not later than 10:00 AM and not close before 9:00 PM and be staffed during all hours of operation.

5. Business shall only be conducted within the confines of the rental space.

6. No water or grease will be permitted to leak into the gutters.

7. All premiums must be paid in full by the 1st Friday in June (June 7, 2024). A \$25.00 late fee will be charged if not paid by the June 7th deadline.

8. The Concession Manager has the sole right to decide what is to be sold. This rule was made to prevent unfair practices and to try to ensure that everyone leaves the Festival financially happy. If you want to add a new item to your menu or add a new straight sales item, a request must be submitted in writing and official approval given.

9. Food vendors are responsible for providing their own independent generator during business operations. Noise must not exceed 65 decibels. Presently, only 110v electric is available.

Lessee agrees to: In consideration of the space leased to Lessee by, BeaOutdoors Hocking Hills Bigfoot Festival. Lessee does hereby contract and agree with BeaOutdoors Hocking Hills Bigfoot Festival that Lessee will, at the sole expense of the Lessee, hold BeaOutdoors Hocking Hills Bigfoot Festival, together with each, every and all of its officers, volunteers and employees, harmless and blameless from any and all claims, suits, or other legal actions, for damages arising out of the lease of the premises as set forth herein. Further Lessee promises and agrees to provide a defense, at the expense of the Lessee, to the said BeaOutdoors Hocking Hills Bigfoot Festival, of and for any litigation entered against said BeaOutdoors Hocking Hills Bigfoot Festival. We further contract with the BeaOutdoors Hocking Hills Bigfoot Festival that any and all space so leased to us by the aforesaid festival will be used by us and not released or sublet and in the event that any person, persons, firm, partnership, corporation or concession is found using or occupying the spaced leased to us by the aforesaid society then the BeaOutdoors Hocking Hills Bigfoot Festival shall have the right at their discretion to remove or eject such person or charge them the full price for the space, and the price that was paid by us for such space shall be deemed forfeited by us to the BeaOutdoors Hocking Hills Bigfoot Festival.

The Concession Manager reserves the sole and exclusive right to suspend, cancel, reject or refuse to accept without reason any contract at any time. Any Concessionaires whose contract has been cancelled agrees to remove all of his property, personnel, etc. and vacate the festival grounds immediately and posthaste.

Lessee herewith submits a CERTIFICATE OF INSURANCE or the equivalent thereof, indicating that lessee is covered by policy of liability insurance at least in the amount of One Million Dollars (\$1,000,000) per incident. Lessee understands that this contract shall not be in force until said Certificate of Insurance has been deposited with the BeaOutdoors Hocking Hills Bigfoot Festival.

It is understood that the Lessee may occupy this space on Thursday immediately preceding the Bigfoot Festival and up to 8:00 AM Sunday morning following the Bigfoot Festival but no business of any kind whatsoever shall be transacted prior to Thursday of Bigfoot Festival at 6pm (6:00 PM). Further, Lessee agrees to all conditions of this contract as listed, which is incorporated herein and made a part hereof.

Original contract to govern in any and all cases of dispute regarding any terms of contract. Leaser being the BeaOutdoors Hocking Hills Bigfoot Festival.

\*\*\*By signing a contract with BeaOutdoors Hocking Hills Bigfoot Festival the Lessee agrees to follow all Rules and Regulations for the BeaOutdoors Hocking Hills Bigfoot Festival. If the lessee violates any of the rules or regulations set forth by BeaOutdoors Hocking Hills Bigfoot Festival, the contract between these two parties will become null and void! The lessee will then be required to pay all debts owed to BeaOutdoors Hocking Hills Bigfoot Festival before they are immediately removed from the festival!

#### Appearance

Concessionaires and their employees should be clean and neat in appearance.

All concession and exhibit space must be neat and attractive in appears; temporary structures and trailers must be freshly painted.

All space, inside and outside, must be improved and decorated by concessionaires at their own expense. All signs, listing prices of all items to be sold, should be professionally printed, be in good condition and legible.

Concessionaires are to keep the grounds and buildings clean at all times during the Festival by picking up litter around their concession. Each night concessionaire must rake or sweep refuse around their concession to the edge of the midway. This should be done by Midnight (12:00 AM) to facilitate the work of the Night Clean-up Crews.

#### Electricity

#### Currently only 110v power is available in select areas. Reserved for food trucks only

All electric hook-ups require extra hard usage weatherized cord or cable.

All cord and cable connections must be listed for wet locations.

Splices are not permitted in cords or cables All wiring must be protected by correctly sized overcurrent device.

All permanent wiring should be checked by a competent electrician and repaired and/or replaced to conform to the National Electric Code. This includes placement of plug type fuses with controlled size, time delay type fuses, or some similar overload protection aimed at preventing overloading wiring.

Temporary wiring should follow the requirements of the National Electric Code Article 525 for such installations. This Article is available for viewing on the Internet or at the Building Department. This emphasizes the type of conductors and fixtures which may be used, overload protection, conductor protection and **PROTECTION AGAINST PHYSICAL DAMAGE**.

Each Concessionaire must have a cord or cable providing equipment grounding conductor. All lamps must be protected from breakage by a guard or cover. No bare bulbs are permitted.

#### **Bigfoot Festival Vendor Electrical Requirements**

#### Currently only 110v power is available in select areas. Reserved for food trucks only

All vendors, concessionaires, crafters, straight sales, anyone under contract with the BeaOutdoors Hocking Hills Bigfoot Festival. and all others on any sites selling products during the BeaOutdoors Hocking Hills Bigfoot Festival will be required to use the following electrical specifications to use electric boxes. These standards are based on the National Electric Code.

Main Fuse or Circuit Breaker in Concession	Plug Size	Wire Type
20 amp	20 amp straight blade	120 volt- 12/3 240 volt- 12/4 SOW, SOOW SEW, SEOW, SEOOW, STW, STOW, STOOW
25 or 30 amp 30 amp	30 amp NEMA L1430	120 volt- 10/3 240 volt- 10/4 SOW, SOOW SEW, SEOW, SEOOW, STW, STOW, STOOW
35 to 60 amp	60 amp NEMA 1460	240 volt- 6/4 SOW, SOOW SEW, SEOW, SEOOW, STW, STOW, STOOW
Greater than 60 amp	4- Male cord end Cam locks E1016 Series	4- Single conductor # 2 AWG or larger Type W

You must have at least 100 foot of extra hard usage, weather resistant cord or cable to reach one of our electric boxes. It must be listed, labeled and stamped with the listing agency and cable type. You must have an electric box with overcurrent protection and manual shut off in your booth, tent or concession. All 15 and 20 amp 120 volt receptacles within tents and booths to have GFCI protection. All electrical repairs needed to be made by a State of Ohio and Hocking County licensed electrical contractor.

Power strips, tap blocks and common extension cords are not acceptable!

These codes are strictly enforced by the Hocking County Building Department

#### **Fire Protection**

#### Currently only 110v power is available in select areas. Reserved for food trucks only

## Concessionaires must maintain "good housekeeping" practices by removing waste materials from their space.

1. All cooking operations involving solid fuels or vegetable or animal oils and fats shall be protected by a <u>Class K</u> rated portable extinguisher. Ref. 1301: 7-7-09 (FC 904.11.5)

2. All other food and concession stands shall have at least one (1) fire extinguisher carrying a minimum rating of 2A-10B: C available on the premises.

3. Each fuel powered amusement ride shall have at least one (1) fire extinguisher rated a minimum of 40B:C. Travel distance to the fire extinguisher shall not exceed thirty (30) feet.

4. Each electrically-powered amusement ride shall have at least one (1) fire extinguisher carrying a minimum rating of 2A-10B:C.

5. Gasoline, gas, charcoal or other cooking device or any unapproved open flame shall not be permitted inside or within twenty (20) feet of a tent or air-supported structure. Smoking is also prohibited in all tents.

6. Fire lanes shall be the minimum width of twenty (20) feet and shall have an overhead clearance of thirteen feet eight inches (13 feet, 8 inches). Fire lanes shall be properly posted. Any vehicle blocking a fire lane at any time will be towed at the owner's expense. Ref. 1301: 7-7-05 (FC 503.21)

7. Vehicles that are not connected with rides or concessions shall be removed from the area before noon.

8. Fire hydrants shall have a five (5) foot clearance in all directions.

#### GAS

All L.P. tank connections must have threaded fittings (NO Quick-Disconnect Hoses) and all tanks must be protected from physical damage and be secured with a metal strap or heavy chain within the top 1/3 of the tank.

No Cylinders, empty or full, shall be kept inside any tent or building.

All piping and connections shall be tested and checked before use.

#### **Gasoline and Fuel**

Only approved type safety cans shall be used for gasoline. All engines must be shut off before refueling Operation.

### Prohibited

#### **CONCESSIONAIRES ARE NOT PERMITTED:**

~To sell any items saying Hocking Hills Bigfoot Festival, Ohio's Home of Bigfoot or use the logo without express written consent of BeaOutdoors..

 $\sim$  To sell any items or carry on business other than indicated on the contract.

~To distribute samples or give-aways (balloons, etc.) without the written consent of management.

~To use drawings in securing names for "leads" and drawings of any type.

~To have Concession without a responsible adult in charge at all times.

 $\sim$ To under-charge or over-charge. Prices must be reasonable and signs showing prices of items for sale must be on view at all times.

~To sell glass bottles without permission of concession manager.

~To sell guns of any kind, knives of any kind, mace, martial art items, conducted energy weapons (tasers, stun guns, etc.), handcuffs, fireworks, bang caps, bull whips, stink bags, silly string, bomb bags, or fart bags. ~To sell exotic smoking paraphernalia commonly used in narcotic and drug and related activity is to be displayed or sold.

~To sell or give live animals as prizes with the sole exception of goldfish.

 $\sim$ To sell or display pins, badges, sweaters or posters with obscene decorations, drug related emblems, or anything of obscene nature.

~To operate games or sell merchandise which is prohibited by the Department of Agriculture.

 $\sim$ To use noisy instruments for the purpose of attracting attention. Public address systems may be used only with written consent. Abuse will result in expulsion.

~To make deliveries on midways after 11:00 AM except in case of emergency and written consent.

~To put advertising of any kind on any building, tree or pole.

~To suspend balloon or balloons over concession space.

~To sell or advertise by "roaming".

~To distribute handbills or other advertising, except in or on rented space.

~To practice extortion of any kind.

~To promote gambling or raffles for either money or goods.

~To use any type of coin operated machine without the written consent of Concession Manager.

~To start "tearing down" concession before 8:00 PM the last night of the festival.

 $\sim$ To ride bicycles, motorcycles, motor scooters and carts on the streets (except officials or prior authorized entertainment). Horses or ponies are prohibited. Dogs must be kept on leashes.

#### The speed limit on all streets shall not be over ten (10) miles per hour during the festival.

#### Tents

It is expressly understood and agreed by and between the parties that BeaOutdoors Hocking Hills Bigfoot Festival shall not be liable in any manner for damages caused to persons, property, materials, stock or other things or articles whatsoever while said persons, things or articles are in, under or about the tent.

BeaOutdoors Hocking Hills Bigfoot Festival shall not be liable for injuries or damages caused by fire from any cause, rain, hail, sleet, storm, high winds, tornadoes, floods or other disturbances of nature or by tents falling by reason thereof, to any person.

The vendor is responsible for acts of vandalism, fire, malicious mischief or theft and to indemnify Hocking Hills Bigfoot Festival for any and all responsibility or liability from such loss. Full or partial destruction of the tent due to the negligence of the vendor, his agents or employees, shall cause said vendor to become liable for the damages suffered.

In the event the tent is blown down or damaged in any manner whatsoever due to storm, tornadoes, high wind or other disturbances of nature, the rental fee shall be due and payable.

ALL TENTS MUST BE EMPTIED BY 3 AM SUNDAY MORNING.

#### **Game Rules**

The Bigfoot Festival will use the Ohio Department of Agriculture rules as a guide in establishing the permitted games, but shall not be limited by these rules.

Any game played at the Bigfoot Festival shall be a game of skill and subject to the approval of the Concession Manager or his representative.

The price of play on all prizes shall be clearly marked for each group of prizes. This will be strictly enforced. There will be no "build-ups" permitted.

No games listed in the Prohibited Games List of the Ohio Department of Agriculture are permitted. All games are subject to inspection

#### Food

Food Service operations shall follow the regulations of the Hocking County General Health District. A copy of these requirements can be obtained from the Hocking County Health Department 350 State Route 664 N, Logan, OH 43138 Phone: (740) 385-3030

The State of Ohio requires a state Food Service License for every food service concession. All food operators at the show are required to have a Food Service License. For operators that do not have a current mobile food operation license, the Hocking County Health District can issue a Temporary Food License from their office. Temporary Food Licenses should be applied for fifteen (15) days before the event.

A representative from the Hocking County Health District will be on the streets prior to and during the Show to handle the licensing and inspection of food concessions. <u>All food operations will be inspected at the festival whether they are set on Festival grounds or Private Lots.</u>

Hocking County Health Department 350 State Route 664 N, Logan, OH 43138 Phone: (740) 385-3030 https://www.hockingcountyhealthdepartment.com/

#### **Temporary Campground**

Any property that will have five (5) or more campers, RV's, or portable camping units parked on the lot for the show will be required to submit plans and apply for a temporary camp license from the **Hocking County Health Department** 350 State Route 664 N, Logan, OH 43138 Phone: (740) 385-3030

A representative from the Hocking County Health District will conduct an inspection of the camps during the Festival. The purpose of the licensing and inspecting of the camp sites are to prevent overcrowding, fire hazards, sewage nuisances, trash and waste nuisances, provide a plan for emergency evacuation, and to keep residents safe.

#### Liability

The Committee is not responsible for any damage done by the holder of a concession permit, or by his, her or its employees or agents, to any person or property. Concessionaires shall save the Committee harmless and waive their right to subrogation against the Committee. They shall carry their own liability insurance and present a Certificate of Insurance as proof in the amount of One Million Dollars (\$1,000,000).

The Committee shall not be responsible for damages sustained by Concessionaires from utility failures or miswiring.

The Committee assumes no responsibility for accidents to any person, property, loss or damages by theft, fire, water, wind, storm, acts of third parties or for any other causes; and all concessionaires, exhibitors and their agents agree to abide by all rules and regulations and to indemnify the BeaOutdoors Hocking Hills Bigfoot Festival thereto.

### \*\*\*Failure to comply with the rules set forth here will result in expulsion from the BeaOutdoors Hocking Hills Bigfoot Festival!