

Galion Oktoberfest- Retail/Games

Sept 28th, 29th, & 30th, 2023 *Music and Fun for Everyone!*

a) SPACE RENT: Space rent shall cost one-hundred forty dollars (\$140) per 10x10' PLUS Electric fee. Vendor spaces shall not extend more than 10 (ten) feet from curb into the street.

The same spot as previous years will not be guaranteed!

Completed contracts must be received by July 1st, 2023 to avoid additional fees. Concession duplication shall be limited. Any trailer/tent over one (1) foot longer than contracted will pay extra or may be asked to leave or relocate. *If application is received after July 1st, 2023, a \$50 late fee may apply.*

b) FESTIVAL DATES: The Galion Oktoberfest opens at 3:00 PM Thursday & Friday, and 11:00 AM Saturday. Closing time is 10:00 PM Thursday night, and 11:00 PM Friday and Saturday. All concessions MUST remain open during Oktoberfest hours, *staying open later is optional.*

All vehicles and deliveries must be off of the midway two (2) hour prior to opening time

c) WATER: You must furnish your own minimum of one hundred (100) feet of food grade water line approved by the Oktoberfest Committee. (if needed)

d) ELECTRIC: All concessions requiring electric shall furnish a minimum of 100 feet of industrial or commercial cable for hookup. No hookup will be made except by the Oktoberfest Committee appointed electrician. Someone must remain with concession while power is hooked up and inspected. Set up will begin Wednesday morning. You must be hooked up by 2:30 PM Wednesday or else wait until Thursday morning for electric! (No generators allowed)

A twenty-five dollar (\$25.00) fee will be required for electric service.

e) SET UP HOURS: Set up will begin Wednesday morning. Concessionaires shall not be set up without permission to do so by the concessions chairman. Also, vendors must receive their space number from the chairman who will be located on the festival midway and must be on site by 10:00 AM. Thursday, September 30th, unless prior arrangements are made. All space must be paid in full before setup.

f) SANITATION: All concessionaires shall furnish enough trash containers to service their respective business. Trash will be picked up each night. However, each operator is responsible for keeping their area clean. Gray water must be disposed of properly in accordance with Galion Health Department Regulations.

g) LIABILITY INSURANCE: All vendors shall have and maintain for the duration of the festival an insurance policy with loss payable being made to the Galion Oktoberfest and the City of Galion, in an amount no less than One million dollars (\$1,000,000.00), and must furnish a copy of the same to the festival chairman prior to the festival opening. Those not doing so will be prohibited from opening.

h) HELD HARMLESS AGREEMENT: *Our festival committee shall not accept any risk whatsoever, nor be held legally or otherwise responsible for any and all claims arising from the concessionaires participation in the 2023 Galion Oktoberfest. The applicant hereby agrees and releases the Galion Oktoberfest Committee, the City of Galion, and any and all volunteers, officials, assigns, or other party(ies) of the Galion Oktoberfest or representing same. This shall include, but not limited to, loss of product for any reason, theft, vandalism, damages of any kind, loss of business for any reason suffered by the concessionaire/applicant, whether the concession is attended or unattended. Each concessionaire/applicant assumes total and sole legal responsibility for any and all claims brought forth by patrons, suppliers, employees, family, operators, management, including personal injuries of any kind, etc.*

i) RIGHT OF SUSPENSION: The festival chairman or designated representative reserves the sole and exclusive right to suspend, cancel, reject, refuse to accept without reason, any contract at any time. Any concessionaire whose contract has been canceled agrees to remove all of his property, personnel, etc., and vacate the festival grounds immediately and posthaste. **The Oktoberfest Committee reserves the right to remove the sale of any item for any reason.** This is to include, *but not limited to*, silly string, spud guns, stink bombs, any and all explosive devices, and unauthorized food or beverage, etc.

j) SALES: Anyone selling soft drinks may have to meet certain requirements. No glass bottles or glass containers. **Only items approved by committee may be sold**

k) REFUND POLICY: No refund of any monies paid shall be made to any no-shows. No refunds shall be made for any reason without the determination of the festival committee, and only considered for bona fide reasons. Double bookings do not constitute a bona fide reason. Any disputes shall be resolved by the festival chairman, or designated representative and all concessionaires agree to be legally bound by the decision without any recourse whatsoever. This includes any and all types of disputes.

l) GAMBLING GAMES AND ALCOHOL: Absolutely no gambling games, gambling devices, or alcohol shall be permitted nor accepted. Absolutely no alcohol consumption or sales permitted outside designated beer gardens.

m) FIRE EQUIPMENT: All concessionaires must comply with all local, state, and federal fire codes/laws. Those using grease for cooking must have "B" & "K" grade fire extinguishers/ suppression system. For complete details, call the Galion Fire Department, 419-468-5580.

n) INFORMATION: All correspondence should be addressed to: GALION OKTOBERFEST, PO Box 433, Galion, Ohio 44833, Telephone (419) 834-5263. Secure and return all contacts to the same address. Concession Chairman/Festival President Travis Wolford, (419) 834-5263.

I/We have read and fully understand the above terms and conditions, and agree to be legally bound by same, including any additional terms and conditions or changes which the festival committee may adopt at any time, and hereby make application for concession space in the 2023 Galion Oktoberfest.

Signature of Applicant/concessionaire required _____

NO PERSONAL CHECKS WILL BE ACCEPTED AT SIGN IN. Separate Applications must be completed for each concession. Additional contract required

Concessionaire/Applicant Name _____

Address _____

City _____ State _____ ZIP _____

Telephone(s) _____ Best time to call _____

Space Required _____ x _____ (Tongue length, awnings, and work area included)

Describe all items to be sold _____

Amount enclosed \$ _____ *(return completed form and make check payable to: Galion Oktoberfest, PO Box 433, Galion, Ohio 44833)*

Electric service required: YES ___ (Add \$25) NO ___ Electricity required: 110V ___ 220V ___ Other _____

Water required: YES ___ NO ___ You must furnish hook up. LP Gas: YES ___ NO ___

NOTE: Retaining a copy of this completed contract shall serve as your receipt.