

Spring Hope Area Chamber of Commerce

Dedicated to Building a Better Community

P.O. Box 255, Spring Hope NC 27882

**37th Annual National Pumpkin Festival, Spring Hope, NC
Friday and Saturday, October 3rd & 4th 2008**

Food Vendor Agreement

The Spring Hope Area Chamber of Commerce, herein referred to as “Lessor” and the exhibitor, herein after referred to as “Lessee”, agree to the following

1. Lessor agrees to furnish space (no larger than 24 feet in length and 10 feet in width) for a rental fee of \$285.00 by the deadline of July 31, 2008, and \$310.00 by August 15, 2008. This fee includes space rental and vendor street fair permit. **No applications will be accepted after August 15, 2008.** Larger units requiring additional space (including extended tongues and awnings) will be charged an additional fee of \$285.00 - No exceptions! **All fees are NON-REFUNDABLE.**

2. Lessee agrees to submit the completed Food Vendor application and space rental fees paid in full to Lessor by the deadline. **Spaces are available on a first come, first serve basis and the same space is not guaranteed from year to year.**

3. Lessee will have spaces set up no later than 10 a.m. on Friday October 3rd, 2008, for inspection by the Nash County Health Department. Lessee agrees to keep the food booth operating until 5 p.m. on Saturday, October 4th, 2008, unless released earlier by Lessor.

4. Lessee acknowledges there are specific health codes for outdoor food vendors that must be met before vendors will be allowed to serve the public. Lessee also acknowledges if the inspection done by the Nash County Health Department doesn't pass, Lessee will not be allowed to sell food from the rental space. Lessee will be asked to leave immediately **with no refund** for the rental space fees previously paid. You can contact Robert Hunt at the Nash County Health Department at (252) 459-1312 from 8 a.m. to 9 a.m. or from 4:30 p.m. to 5 p.m. for health code requirements.

5. Lessee must submit a menu price list with application for approval by the Chamber. Prices can not be increased during the named event or Lessee will be asked to leave the event **without a refund. No exceptions!**

6. Lessor shall not be responsible for any loss or injury to the Lessee, his/her employees, goods, or customers; or for the negligent acts of Lessee while premises are occupied under this agreement.

7. Lessee agrees to exhibit and sell only the items approved by the Chamber of

Commerce through approval of this application and agrees to leave the rental space at the request of the Lessor if deemed necessary by the Lessor **with no refund**. Lessee is **required** to sell at least one item that is pumpkin related or to decorate with a pumpkin theme. **This is required and is not optional**. If no such items are present to be sold, or displayed, Lessee will be asked to leave **without a refund**. Lessee agrees to enclose pictures of the booth and a complete description of products with the completed application.

8. Lessee agrees to state clearly on the application the power needs of volts and amps, linear footage of booth including tongue and extended awnings, and serving location of tongue, whether to the left, right, or rear of the tongue to enable Lessor to make proper arrangements. Rental spaces cannot be assigned if this information is not provided.

9. Upon approval of your application, Lessor will notify Lessee with a map of the space rental location and assigned space rental number. Lessee **will be required** to check in at remote location and then will be directed to numbered space in festival area, do not proceed to festival area before check in.

Lessee Signature: _____

Vendor Name _____

Date: _____