

2011 MUSIC CITY JULY 4TH
NASHVILLE, TENNESSEE - RIVERFRONT PARK
www.musiccityjuly4th.com

VENDOR CONTRACT

FESTIVAL DATES AND TIMES

Set Up

Sunday, July 3rd

9:00AM – 1:00PM

*All vehicles must be off site by
12:00PM*

Monday, July 4th

7:00AM – 12:00PM

*All vehicles must be off site by
11:00AM*

Event Hours

Sunday, July 3rd

5:00PM – 9:00PM (Approximately)*

*Event hours may vary in the instance
of inclement weather conditions.*

Monday, July 4th

12:00PM – 11:00PM (Approximately)

*Event hours may vary in the instance
of inclement weather conditions.*

Tear down

Monday, July 4th

11:00PM – 1:00AM (Approximately)

*Vehicles will not be allowed on site
until Metro Police confirm that it is safe
to do so.*

** July 3rd hours subject to change as schedule is still being finalized.*

TERMS AND CONDITIONS

1. **PAYMENT** - I agree to pay rental fees specified for the booth size and electrical requirements marked on the exhibits to this agreement. One third (1/3) of all fees due no later than March 15, 2011. All remaining fees due no later than May 1, 2011. Any cancellation between March 15, 2011 and May 1, 2011 will result in 50% forfeiture. Any cancellation after May 1, 2011 will result in 100% forfeiture. All checks will be made payable to **Music City, Inc.**
2. **INSURANCE** - I agree to submit the following by May 15, 2011:
 - a. A certificate of my general liability insurance with a minimum coverage limit of at least \$1,000,000 (one million dollars), specifically listing Music City, Inc., Nashville Convention & Visitors Bureau, AND Metro Government of Nashville and Davidson County as additional insured under my policy.

- b. A certificate of insurance showing proof of my workers compensation insurance, if workers compensation insurance is applicable to my business. Regardless of the foregoing, I hereby indemnify and hold harmless Music City, Inc., Nashville Convention & Visitors Bureau, AND Metro Government of Nashville and Davidson County for any and all claims for injury or loss that might be sustained by myself, any of my employees or any other person working on my behalf that is in any way associated with this event
- c. A certificate showing proof of property insurance covering all of my property that will be used in any way related to this event, and granting Music City, Inc. a waiver of subrogation.
3. **INDEMNIFICATION** - I agree to indemnify and hold harmless Music City, Inc. and Metro Government of Nashville and Davidson County and the staffs and boards of these organizations against any claim or action or for any cause. I agree that I will be responsible for my own insurance under this hold harmless clause which is made a part of this contract.
4. **MENU OR INVENTORY** - As a food vendor, I will submit a complete menu with prices of items to be marketed at the festival with my contract. As a non-food vendor, I will submit a complete inventory with prices of items to be marketed at the festival with my contract. I understand that my booth will not be placed until I provide a menu or inventory list.
5. **BOOTH REGULATIONS** - I understand that it is my responsibility to provide my own booth, tent, trailer, etc. If I am using a tent, I will include with this application a copy of a flame spread certificate for my tent (certificate must indicate compliance with NFP 701). Also, cooking vendors must have a 40 BC fire extinguisher located within their vending space. In addition, as a food vendor, I will adhere to all Metro Nashville Health and Metro Nashville Fire Department regulations related to booth set up and proper food preparation/service. If not, I understand that the Metro Nashville Health and/or Metro Nashville Fire Department will close the operation of my booth and I will forfeit all fees paid under this agreement. Health & Fire Inspections Departments will make random inspections.
6. **PROPANE PERMIT** - As a food vendor, I understand that it is my responsibility to obtain a Propane Permit from the Metro Fire Marshal's Office (615-862-5230) prior to setting up for the event if I am cooking with propane. I understand that if I arrive on site and set-up without having the proper propane permit secured, that I will be forced to immediately cease operations when asked and load-out as directed. Propane permits may not be obtained on site on day of event.
7. **BEVERAGES** - I understand that the only beverages I may sell are smoothies (*blended, chilled frozen beverage*). No beverages may be sold over ice. No beverages may be sold with lemon flavoring, fresh squeezed lemonade, etc. All other beverages will be sold exclusively by Music City, Inc. Any questions related to the selling of beverages should be directed to the Music City, Inc. prior to submittal of the contract.

8. **METHOD OF SALES** - I understand that all items will be sold for cash.
9. **ILLEGAL ITEMS** - I understand that I may not sell smoking paraphernalia or other items deemed illegal by the State of Tennessee.
10. **TENNESSEE SALES TAX** - I understand that Tennessee Sales Tax will be my sole responsibility. I will complete and submit to Concession Manager a Blanket Certificate of Resale no later than May 15, 2011.
11. **SPONSORSHIP BRAND** - I understand as a Vendor, under my contract I will have to use a major sponsor's brand name if one is designated by festival management.
12. **WASTE DISPOSAL** - I understand that I will be fined a minimum of \$500 for not disposing of waste properly in provided dumpsters and grease traps. NOTE: tree wells are not trash or waste water receptacles! Waste disposal recepticals will be clearly marked.
13. **TERMINATION OF AGREEMENT** - Any violation of this agreement, including any infringement upon beverage sales will permit the immediate termination of this agreement.
14. **VEHICLES** - I understand that I will not be allowed to display any other vehicles in my approved location other than my pre-approved tent, trailer, cart or booth. No cars, vans, trucks or trailers will be permitted to remain in or around the designated space without the specific approval of Music City, Inc. I understand that I am solely responsible for securing parking for my cars, vans, trucks or other transport vehicles.
15. **VENDING** – I understand that vending from outside my designated booth space is not permitted unless authorized in advance by Music City, Inc.
16. **BOOTH LOCATION** – Music City Inc. reserves the right to determine placement of vendor booths. Criteria for the location decisions are based on booth size, power needs, site logistics, order in which the vendor contract was received and other variables. You will not be notified of your booth location until check-in on day of the event.
17. **ENVIRONMENTAL EFFORTS** – This year Music City Inc. is striving to create a more environmentally friendly event. As a vendor, I understand that I am not allowed to serve individual packets of salt, pepper, ketchup, mustard or any other condiment. I must provide larger containers or squeeze bottles to serve these condiments. I will also attempt to use only biodegradable containers to serve my food or drinks in. I understand that there will be secret shoppers to monitor my booth and its contributions to making Music City's July 4th a Greener event.
18. **SECURITY** – Music City Inc. will provide roving overnight security to patrol the event grounds. Vendors are encouraged to take any and all valuables at the conclusion of each event day. Music City Inc. will not be held for lost and/or stolen items.

19. **OTHER CONDITIONS** - Other agreed conditions_____

20. **VENDOR DOS & DON'TS** – All vendors must review, sign & return attach list along with contract.

Accepted by:

Vendor Representative

Date

Music City, Inc. Representative

Date

_____ Initials of Vendor



Booth Rental Fees:

All booth prices include one (1) 110 volt 20 amp electrical service.

Booth Size	Cost
10' x 10'	\$500
10' x 20'	\$700
20' x 20'	\$900
Cart	\$400

Special Electrical Requirements (over and above 20 amp service included with booth rental price):

Single phase, 110 volt:
20 amps @ \$125 each
30 amps @ \$175 each

Single phase 220 volt:
20 amps @ \$175 each
60 amps @ \$225 each
100 amps @ \$275 each

3 phase 220 volt:
20 amps @ \$225 each
60 amps @ \$275 each
100 amps @ \$325 each

AN ADDITIONAL \$250.00 CHARGE WILL BE ADDED TO THE ABOVE FEES FOR ANY CHANGE IN ELECTRICAL REQUIREMENTS **AFTER May 1, 2011.**

IMPORTANT NOTES REGARDING POWER:

- Vendors may **not** bring in outside generators.
- Power will be shut down overnight. If your booth requires overnight power – there will be an additional charge of \$100.

Ice Supplies:

Ice may be available upon advance request. Please contact Randy Dyce at (615) 456-3891 to pre-order.

_____ Initials of Vendor



YOU MAY FAX OR MAIL COMPLETED CONTRACT TO: Music City, Inc.
Attn: Marion Warfield
150 4th Avenue North
Suite G-250
Nashville, TN 37219
Fax: (615) 259-4717

Or you may email a scanned PDF version to: marion@visitmusiccity.com

FOR MORE INFORMATION CONTACT: Marion Warfield at (615) 259-4791 or marion@visitmusiccity.com.

Please make a copy of all forms for your records before mailing them.

VENDOR INFO (PLEASE PRINT CLEARLY)

COMPANY _____

ADDRESS _____

CONTACT (S): _____ CELL #: _____

PHONE: _____ FAX: _____

*EMAIL: _____ **(required)**

**Failure to submit an email address may result in delayed communication of pertinent information.*

COMPANY TYPE: FOOD _____ RETAIL _____

PAST FESTIVAL PARTICIPATION

FESTIVAL / YEAR: _____ CITY / STATE: _____

FESTIVAL / YEAR: _____ CITY / STATE: _____

*REQUESTED BOOTH LOCATION _____

**Requesting a booth location does not guarantee that you will receive that location.*

_____ Initials of Vendor



