

Deercreek Dam Days Festival

Concession & Vendor Rules and Regulations

Deercreek Dam Days
PO Box 328
Williamsport, Ohio 43164

Rules Governing Concessions

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

1. The Deercreek Dam Days Committee reserves the right to interpret, amend, or all to same.
2. The Deercreek Dam Days Committee reserves the right to limit the number of concessions.
3. No person shall be permitted to make solicitations of any nature on the street except in contracted Concession or Vendor 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 4:00 PM and not close prior to 10:00 PM Wednesday and Thursday. Concessions shall open not later than 4:00 PM and not close prior to 11:00 PM on Friday. Concessions shall open not later than 11 AM and not close before 11:00 PM Saturday. **All concessions shall 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 or ground of the park. A grease waste receptacle will be on site.
7. All premiums shall be paid as stated in signed contract.
8. The Deercreek Dam Days Committee has the sole right to decide what is to be sold. This rule was made to prevent unfair practices and to try to insure 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. No animal rides shall be permitted (camel, elephant, etc.) other than the pony rides licensed by the State of Ohio.

Lessee agrees to:

In consideration of the space leased to Lessee by the Deercreek Dam Days Festival, Lessee does hereby contract and agree with Deercreek Dam Days Festival that Lessee will, at the sole expense of the Lessee, hold Deercreek Dam Days 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 Deercreek Dam Days of, and for, any litigation entered against said Deercreek Dam Days.

Lessee further contracts with the Deercreek Dam Days Festival that any and all space so leased to lessee, by the aforesaid festival, will be used by lessee and not released or sublet. In the event that any person, persons, firm, partnership, corporation, or concession is found using, or occupying, the space leased to Lessee by the aforesaid festival, the Deercreek Dam Days Festival shall have the right, at their discretion,

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to remove or eject such person or charge them the full price for the space, and the price that was paid by lessee for such space shall be deemed forfeited by us to the Deercreek Dam Days Festival.

The Deercreek Dam Days Festival 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 Deercreek Dam Days Festival. It is understood that the Lessee may occupy this space on Monday immediately preceding the Deercreek Dam Days Festival and up to 12:00 PM on Sunday following the Deercreek Dam Days Festival. However, no business, of any kind whatsoever, shall be transacted prior to Wednesday of Deercreek Dam Days Festival week at 4:00 PM. Further, Lessee agrees to all conditions of this contract as listed, which is incorporated herein and made a part thereof. Original contract to govern in any and all cases of dispute regarding any terms of contract. Leaser being the Deercreek Dam Days Festival.

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

Appearance

1. Concessionaires and their employees should be clean and neat in appearance.
2. All concession and exhibit space must be neat and attractive in appearance; temporary structures and trailers must be freshly painted.
3. All space, inside and outside, must be improved and decorated by concessionaires at their own expense.
4. All signs, listing prices of all items to be sold, should be professionally printed, be in good condition and legible.
5. Concessionaires are to keep the grounds and buildings clean at all times during the Show 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.

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Electricity

1. Non-Food vendors may be supplied electric at an additional cost.
2. All electric hook-ups require extra hard usage weatherized cord or cable.
3. All cord and cable connections must be listed for wet locations.
4. Splices are not permitted in cords or cables.
5. All wiring must be protected by correctly sized overcurrent device.
6. 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 wire.
7. 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.
8. Each Concessionaire must have a cord or cable providing equipment grounding conductor.
9. All lamps must be protected from breakage by a guard or cover. No bare bulbs are permitted.

Fire Protection

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 Class K 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 carrying 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 4:00 PM.
8. Fire hydrants shall have a five (5) foot clearance in all directions.

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Gas

1. All L.P. tank connections must have threaded fittings (No Quick Disconnect Hoses) and all tanks must be protected from physical damage and secured with a metal strap or heavy chain within the top 1/3 of the tank.
2. No cylinders, empty or full, shall be kept inside any tent or building.
3. All piping and connections shall be tested and checked before use.

Gasoline and Fuel

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

Prohibited

Concessionaires are not permitted:

1. To sell any items or carry on business other than what is indicated on the contract.
2. To distribute samples or give-away (balloons, etc) without the written consent of management.
3. To use drawings in securing names for "leads" and drawings of any type Deercreek Dam Days Festival.
4. To have Concession without a responsible adult in charge at all times.
5. 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.
6. To sell glass bottles without the permission of concession manager.
7. To sell guns of any kind, knives of any kind, mace, martial art items, conducted energy weapons (tasers, stun guns, etc.), handcuff's, fireworks, bang caps, bull whips, stink bags, silly string, bomb bags, or fart bags.
8. To sell exotic smoking paraphernalia commonly used in narcotic and drug and related emblems, or anything of obscene nature.
9. To operate games or sell merchandise which is prohibited by the Department of Agriculture.
10. 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.
11. To make deliveries on midways after 4:00 PM except in case of emergency and written consent.
12. To put advertising of any kind on any building, tree, or pole.
13. To sell or advertise by "roaming".
14. To distribute handbills or other advertising, except in or on rented space.
15. To bring intoxicating beverages of any kind on streets.
16. To practice extortion of any kind.
17. To promote gambling on raffles for either money or goods.
18. To use any type of coin operated machine without the written consent of Concession Manager.
19. To start "tearing down" concession before 11:00 PM the last night of the show.

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20. To ride bicycles, motorcycles, motor scooters and carts on the streets (except officials).
21. 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 show.

Food

1. Food service operations shall follow the regulations of the Pickaway County General Health District. A copy of these requirements can be obtained from the Pickaway County General Health District, 110 Island Road, Circleville, Ohio 43113 Telephone (740)477-9667 ext. 225.
2. 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 Pickaway 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.
3. A representative from the Pickaway County Health District will be on the streets prior to and during the Show to handle the licensing and inspection of food concessions.

Liability

1. 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).
2. The Committee shall not be responsible for damages sustained by Concessionaires from utility failures or miswiring.
3. 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 Deercreek Dam Days, Inc. thereto.

*****Failure to comply with the rules set forth here will result in expulsion from the Deercreek Dam Day Festival.**

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I have read and agree to the above rules and regulations. Should I have any questions I am to contact Sara Ward (740-248-1041). I understand that this signed acknowledgement must be returned with my vendor application.

Vendor Signature _____ Date _____

**** This signed acknowledgment must be returned with your application ****