

HOOPEE JAM
MAY 13-16, 2010
FOOD VENDOR APPLICATION

WE ARE ACCEPTING APPLICATIONS FOR THE FOOD AND OTHER VENDORS AT THIS YEAR'S HOOPEE JAM FESTIVAL. WE ARE LIMITING THE NUMBER OF VENDORS DUE TO THE SIZE OF THE PROPERTY AND FESTIVAL. ALL SPACES FOR VENDING ARE INSIDE THE CONCERT/FESTIVAL AREAS AND MUST OPEN DURING ALL HOURS OF THE EVENT. SPACE IS LIMITED SO WE PREFER SMALLER BOOTHS. IN ADDITION TO THE TRADITIONAL FESTIVAL FOODS, WE ARE LOOKING FOR A DIVERSE VARIETY OF FOOD PRODUCTS FOR OUR PATRONS. AS MANY OF THOSE ATTENDING PREFER VEGETARIAN FOODS WE ENCOURAGE YOU TO BE AS CREATIVE AS YOU CAN BE WITH YOUR MENU. ALL ITEMS ON YOUR MENU MUST BE APPROVED BY THE COMMITTEE AND YOU WILL NOT BE PERMITTED TO SELL ANYTHING THAT HAS NOT BEEN APPROVED. VENDORS MAY APPLY TO SELL HOMEMADE BEVERAGES BUT ALL COMMERCIAL PRODUCTS WILL BE SOLD THROUGH THE FESTIVAL CONCESSIONAIRES ONLY. ALCOHOL SALES BY VENDORS OTHER THAN THE FESTIVAL ARE PROHIBITED AT ALL TIMES. WE ARE ALSO SEEKING A LIMITED NUMBER OF UNIQUE PRODUCT VENDORS. ALL VENDORS WILL ALSO RECEIVE ONE FREE PRIMITIVE CAMPING SITE FROM MAY 15-17 (2 NIGHTS) & 2 STAFF PASSES FOR EMPLOYEES. YOU WILL RECEIVE A CONFIRMATION LETTER/E-MAIL UPON ACCEPTANCE THAT WILL INCLUDE MORE INFORMATION ABOUT SETUP, ARRIVAL, ETC.

2010 HOOPEE JAM
FOOD & OTHER VENDOR APPLICATION

This agreement made this _____ day of _____, 2010 by
and between the Hoopee Jam, Norristown, Georgia: and

BOOTH MANAGER NAME:

COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP:

PHONE#: ()

EMAIL ADDRESS:

FEDERAL IDENTIFICATION OR SOCIAL SECURITY NUMBER:

(Hereinafter referred to as VENDOR)

WHEREAS, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND CONDITIONS HERINAFTER STATED, THE PARTIES HERETO AGREE AS FOLLOWS:

(1) (a) **FOOD VENDORS:** VENDOR WISHES TO SELL THE FOOD ITEMS DESCRIBED BELOW AT HOOPEE JAM MAY 13-17, 2010 DURING THE FOLLOWING HOURS:

FRIDAY MAY 15, 2009: 12:00 NOON – MIDNIGHT

SATURDAY MAY 16, 2009: 11:00 A.M.-MIDNIGHT

SUNDAY, MAY 17, 2009: 11:00 A.M. – 4:00 P.M.

(**THURSDAY EVENING VENDING IS OPTIONAL W/PRIOR APPROVAL.** IF THURSDAY VENDING IS DESIRED, PLEASE CONTACT Terry@hoopeejam.com for approval)

VENDOR AGREES TO BE OPEN AND PROVIDE ENOUGH PRODUCT TO OPERATE DURING THE ENTIRE SHOW HOURS. PROPOSED FOOD ITEMS TO BE SOLD. FOOD ITEMS WILL BE STRICTLY MONITORED – NO OTHER ITEMS WILL BE ALLOWED. PLEASE INCLUDE A DETAILED DESCRIPTION OF EACH ITEM – SPONSOR PRODUCTS MUST BE USED IF APPLICABLE.

ITEM: _____	PRICE: _____
ITEM: _____	PRICE: _____
ITEM: _____	PRICE: _____
ITEM: _____	PRICE: _____
ITEM: _____	PRICE: _____
ITEM: _____	PRICE: _____

NO BEVERAGES OF ANY TYPE WILL BE PERMITTED TO BE SOLD OR DISTRIBUTED WITHOUT PRIOR APPROVAL. NO ALCOHOLIC BEVERAGES ALLOWED.

(b) **OTHER PRODUCTS VENDOR:**

VENDOR WISHES TO SELL THE ITEMS DESCRIBED BELOW AT HOOPEE JAM MAY 13-16, 2010 DURING THE FOLLOWING HOURS:

FRIDAY MAY 14, 2009: 4 pm – 1 a.m.

SATURDAY MAY 15, 2009: 11:00 A.M.- 1 a.m.

SUNDAY, MAY 16, 2009: 11:00 A.M. – Midnight

VENDOR AGREES TO BE OPEN AND PROVIDE ENOUGH PRODUCT TO OPERATE DURING THE ENTIRE SHOW HOURS. PROPOSED ITEMS TO BE SOLD. PLEASE INCLUDE A DETAILED DESCRIPTION OF EACH ITEM – SPONSOR PRODUCTS MUST BE USED IF APPLICABLE.

PRODUCT: _____	PRICE: _____
PRODUCT: _____	PRICE: _____
PRODUCT: _____	PRICE: _____
PRODUCT: _____	PRICE: _____
PRODUCT: _____	PRICE: _____
PRODUCT: _____	PRICE: _____

NO BEVERAGES OF ANY TYPE WILL BE PERMITTED TO BE SOLD OR DISTRIBUTED WITHOUT PRIOR APPROVAL. NO ALCOHOLIC BEVERAGES ALLOWED.

- 2) VENDOR SHALL PREPARE, SELL OR DISTRIBUTE ONLY THE ITEMS APPROVED FOR ITS BOOTH(S) AT THE LISTED PRICES. VENDOR SHALL POST A MENU WITH PRICES IN CLEAR VIEW OF PATRONS AT ALL TIMES. MENU SHOULD BE PROFESSIONALLY MADE.
- 3) THE FEE FOR SAID RIGHT TO SELL APPROVED FOOD ITEMS SHALL BE AS FOLLOWS:

_____ 10'x10' booth space \$250+ 15% of gross sales
_____ 20'x10' booth space \$350 + 15% of gross sales

Application fee of \$25 is due at the time of submitting application. Deadline for submitting applications is February 1, 2010. Once application is approved, the appropriate booth fee (less application fee) is due within 7 business days. All checks should be made payable to the Hoopee Jam.

FIFTEEN PERCENT (15%) OF GROSS SALES SHALL BE PAID TO HOOPEE JAM COMMITTEE, IN CARE OF THE FESTIVAL TREASURER, AT THE END OF THE EVENT BY CASH, FOLLOWING A DETAILED ACCOUNTING OF ALL SALES DURING THE FESTIVAL.

ELECTRICITY – ALL ELECTRICITY AND POWER SHALL BE PROVIDED BY THE VENDOR BY GENERATOR OR OTHER PORTABLE POWER SUPPLY. NO OR LIMITED POWER WILL BE PROVIDED BY THE FESTIVAL TO VENDORS.

(4) Vendor shall provide a charged fire extinguisher as required by local fire regulations. Extinguisher must show proof of current inspection.

(5) Vendor must meet/comply with all local health department requirements, regulations and fees.

(6) Vendor agrees to produce at its own expense, any and all state, county or city licenses which may be required.

(7) Vendor shall furnish sufficient number of trash receptacles to service its facility.

(8) Vendor shall furnish a coal can for disposal of charcoal from its facility if such is used.

(9) Vendor agrees to pay any and all taxes as required by any governmental body due to its operation at HOOPEE JAM 2010.

(10) Vendor agrees to indemnify and hold harmless Hoopee Jam, Music Matters Entertainment, Renee Wilson, Terry Reeves, their agents, representatives, employees and respective employees and agents from any and all liability to any person, firm, or corporation which may be incurred as a result of the installation and operation of said facilities and any of the items sold thereat, and from any and all manner of actions, suits, damages or claims whatsoever.

(11) Vendor shall procure and maintain for the terms of this agreement, May 15-17, 2009, at its own expense the following form of insurance coverage or equivalent thereof, which will name Hoopee Jam, Music Matters Entertainment, Renee Wilson (property owner) and their respective representatives, employees and agents as additional insured:

a) Public Liability Insurance Coverage. Comprehensive General Liability Insurance including Product/completed Operations contractual covering the Indemnity/hold harmless agreement contained in the agreement and broad form property damage liability. Each form of coverage shall provide personal injury (including death) coverage in the amount of \$1,000,000.00 per occurrence.

b) Statutory Worker's Compensation, including \$1,000,000.00 employer's liability, shall be provided for all employees and/or independent contractors employed or retained by Vendor in connection with event. Vendor to submit equivalent coverage or indemnify.

12) Vendor must submit evidence of the required insurance by way of Certificate of Insurance covering Hoopee Jam 2010 for the dates of May 14 through 16, 2010 one week prior to event opening, or no later than May 7, 2010. The forms and amounts of coverage shall be clearly expressed on certificate.

13) Vendor shall not assign this agreement, nor sublet booth or any part thereof. Premises must be vacated by Monday, May 17, 2010 by Noon. Any effects remaining will be removed or disposed of at Vendor's expense.

Executed the year and day written above.

Company:

By:

Print Name:

Title:

Hoopee Jam 2010 By:

Print Name:

Title:

PLEASE NOTE: All vendor applications must be completed in full and accompanied by \$25 non-refundable application fee.

Please make checks payable to Hoopee Jam and remit to Hoopee Jam, C/O Music Matters Entertainment, 109 Graybrook Court, Grayson, GA 30017 along with the completed application and non-refundable application fee. There are no refunds of application fees for any reason whatsoever, other than cancellation by Hoopee Jam 2010. Your application is not final or accepted until you receive a signed contract from the Hoopee Jam. Thereafter, the contract with your signature and the balance (vendor fee less \$25 application fee) of vendor fee must be received within seven days of acceptance and receipt of contract.

ALL APPLICATIONS AND NON-REFUNDABLE \$25 APPLICATION FEE MUST BE RECEIVED NO LATER THAN FEBRUARY 1, 2010.