



February 24, 2010

Dear Concessionaire,

Thank you for your interest in CityScape's Fall FunFest in Cookeville, TN. This year promises to be better than ever as we continue to build and improve on the event. We anticipate continued growth as we begin to promote the event as the Upper Cumberland's premier FREE event.

Event dates and hours are as follows:

Friday, September 10	5:00 pm – 10:00 pm
Saturday, September 11	10:00 am – 10:00 pm

If you are interested in vending at the event, complete the enclosed contract and return it to me as soon as possible. All spaces will be filled on a first come first served basis. In order to allow each vendor the opportunity for maximum profits, we limit the number of vendors at the event. All available spaces sold out last year.

Please note that the Health Department will be inspecting all food booths. Those that pass inspection will be required to pay a permit fee of \$30 cash. Health Department Requirements are available on our website at www.fallfunfest.com.

Feel free to contact me with any questions or concerns at 615-456-3889. I look forward to hearing from you soon.

Sincerely,

Mike Dyce
Fall FunFest Concessions Manager



Fall Funfest 2010 Concessions Contract

Festival Dates & Times:

Friday September 10, 2010 5:00 pm- 10:00 pm
Saturday, September 11, 2010 10:00 am – 10:00 pm

1. I agree to pay rental specified for the booth size and electrical requirements marked on the exhibits to this agreement. One half (1/2) of all fees due no later than July 23, 2010. All remaining fees due no later than Friday, August 13, 2010. Any cancellation before August 13, 2010 will result in 50% forfeiture of rental fees. Any cancellation after August 13, 2010 will result in 100% forfeiture of rental fees.
2. **All fees must be paid by money order or certified check. No personal checks will be accepted.**
3. I agree to submit a certificate of insurance by August 1 with a minimum of \$1,000,000 (one million dollars) general liability insurance coverage and listing Cityscape and the City of Cookeville as additional insured under my policy.
4. I agree to indemnify and hold harmless Cityscape and the City of Cookeville 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.
5. I will submit a list of items to be sold and the selling price of each item with my contract.
6. 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). In addition, I will adhere to all Health and Fire Department regulations related to booth set up and proper food preparation/service. If not, I understand that the Health Department will close the operation of my booth and I will forfeit all fees paid under this agreement.
7. I understand that the only beverages I may sell are coffee or fruit smoothies (NO TEA). All other beverages will be sold exclusively by Cityscape.
8. I understand that the Fall Funfest name and logo are restricted trademarks. As such, any use of these is strictly prohibited without written consent of Cityscape.

9. I understand that I may not sell smoking paraphernalia or other items deemed illegal by the State of Tennessee.
10. I understand that I must abide by the following set up time constraints:
 - a. Friday set up 9:00 am – 3:00 pm
 - b. Saturday set up 7:00 am – 9:00 am

No vehicles are allowed on site after the end times listed above.
11. I understand as a Concessionaire, under my contract I will have to use a major sponsors brand name if one is designated by festival management.
12. I understand that it is my responsibility to return the area in and around my booth to the same or better condition than when I arrived. I will include a \$200 clean up deposit with this contract. I understand that I will forfeit this deposit if I do not clean up my space to the satisfaction of Festival Management. Prior to departure, the Concessions Manager must inspect my space in order for me to get my clean up deposit back. I also understand that I will lose this deposit if I do not vacate my space within two (2) hours of the conclusion of the event.
13. 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!
14. Any violation of this agreement, **including any infringement upon beverage sales** will permit the immediate termination of this agreement and forfeiture of any booth rental fees.
15. I understand that Cityscape has the right to refuse rental of booth space for any reason.
16. Other agreed conditions _____

Accepted by:

Concessionaire

Date

Cityscape

Date

Booth Rental Rates:

Food

Size	Saturday Only	Friday & Saturday
10' x 10	\$250.00	\$350.00
10' x 20'	\$325.00	\$425.00
Non Profit 10x10**	\$50.00	\$150.00

Other Items For Rent:

Tent: \$200
Table \$12
Chairs \$2

**Must submit proof of 501 © 3 status with application.

All booth prices include one (1) 110 volt 20 amp electrical service. Additional 20 amp services are available for \$50.00 each. AN ADDITIONAL \$150.00 CHARGE WILL BE ADDED TO THE ABOVE FEES FOR ANY CHANGE IN ELECTRICAL REQUIREMENTS AFTER AUGUST 14, 2009.

MAIL COMPLETED CONTRACT TO: Cityscape
Fall FunFest Concessions
345 S. Jefferson St., Suite 303
Cookeville, TN 38501

FOR MORE INFORMATION CONTACT: Mike Dyce
(615) 456-3889

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

COMPANY _____

PHONE: _____

FAX: _____

EMAIL: _____

ADDRESS _____

CONTACT(S): _____

STATEMENT OF ACCOUNT

1. Booth Fees:

<u>Type</u>	<u>Size*</u>	<u>Quantity</u>	<u>Cost</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TOTAL\$ _____

*For all trailers, include tongue in measurements.

2. Additional Electricity

<u>volts, amps, phase</u>	<u>Number of Services</u>	<u>Cost</u>
_____	_____	_____
		TOTAL\$ _____

3. Clean Up Deposit*

\$200.00

Total

\$ _____

1/2 Deposit by July 23

\$ _____

Balance due by August 13

\$ _____

COMMENTS: _____

ENCLOSED

- _____ Flame Spread Certificate
- _____ Certificate of Insurance
- _____ Menu and price list
- _____ picture of booth set up (not required)

Received By

Date

***Please send a separate money order for Clean up Deposit.** Check will be returned once your booth site is cleared and approved by Event Management.