

# RIBFEST

## Charleston

### CONTRACT

### RULES AND REGULATIONS

The following contract rules and regulations apply to \_\_\_\_\_ hereby referred to as vendor at the RIBFEST INC to be held at Haddad Riverfront Park, Charleston, West Virginia, on September 12-15, 2024.

1. **APPLICATION:** Applications will not be processed, nor spaces assigned without the required payment. Any event space that has not paid their deposit by August 20, 2024, may be reassigned at the discretion of the show management.
2. **CANCELLATION BY VENDOR:** The cancellation of reserved event space by the vendor must be in writing and received by RIBFEST. no later than August 1, 2024. In such event, RIBFEST. shall refund any monies received if, and only if, RIBFEST can rent that event space to another vendor and all other event spaces are sold. If a vendor does not occupy the space upon the opening of the event, Ribfest shall have the right to use the event space in such a manner as it may deem in the event's best interest.
3. **FORCE MAJEURE:** In the case of cancellation of the event or unavailability for any reason by the Ribfest of the event space for the specified use due to war, governmental action or order, acts of God, fire, strikes, labor disputes, covid virus or any other causes beyond Ribfest control, this agreement shall terminate and the vendor shall be entitled to the return of all sums paid for the event space, less a pro-rated share for the expenses incurred by Ribfest. If for any reason within its control, Ribfest changes the date or location of the event, which is unsatisfactory to the vendor, the vendor shall be entitled to the return of all sums paid for the event space. Refund of event fees, as provided for in this section, shall be the exclusive remedy of the vendor against RIBFEST, in case the event is canceled or rescheduled or if the event space is unavailable for use. In case of damage to the vendor's property due to war, governmental action or order, acts of God, fire, strikes, labor disputes or any other case beyond RIBFEST. control, the vendor expressly waives liability of Ribfest and releases RIBFEST from all claims for damage and agrees that Ribfest shall have no obligation except the above stated refund.
4. **SALES TO THE PUBLIC:** Vendors shall not sell or distribute any beverages unless prior approval is obtained from RIBFEST. and the additional fee of One Thousand Dollars (\$1,000.00) has been paid. Vendors may sell BBQ pork/beef ribs, pulled pork/beef sandwiches, chicken, coleslaw, baked beans, bread, potato salad, only sauces labeled with the vendor's logo, and other side dishes subject to the approval of RIBFEST as well as a variety of ice cream products. Vendors may sell clothing and other promotional items if, and only if, they identify the vendor's establishment. **VENDORS MUST NOT SELL ITEMS FOR OTHERS OR PLACE SIGNAGE FOR CORPORATE SPONSORS WITHIN THEIR BOOTHS. ALL VENDORS MUST PROVIDE A MENU WITH APPLICATION.** You will be required to use Mr Meats for all of your products that you sell for our event. That includes but not limited to all ribs, sides, paper products, etc etc. Mr Meats will be in contact after you sign the contract.
5. **GOVERNING LAWS:** This agreement shall in all respects be governed by the laws of the State of West Virginia, Kanawha County, Local Health Department and the City or Place where the RIBFEST takes place.

6. **RULES AND REGULATIONS:** If a vendor violates the Contract Rules and Regulations, then this contract may be terminated. In the event of a default by the vendor, the vendor shall forfeit as liquidated damages the amount paid by them for their event space, regardless of whether or not RIBFEST enters into a further lease of the event space.
7. **SPACE REQUIREMENTS:** Whenever possible, event space assignments will be made by RIBFEST in keeping with preferences as to location request by vendor. RIBFEST reserves the right to make the final determination of all event space assignments in the best interest of the event. RIBFEST reserves the right to make modifications to the event
8. RIBFEST reserves the right to make the final determination of all space assignments in the best interest of the event. Modifications would only be necessary to adjust to the needs of the vendors and the event, or to meet legal, safety or operational requirements.
9. **CHARACTER OF EXHIBITS:** RIBFEST reserves the right to prohibit the display of any article, which in its opinion, is not in keeping with the nature and character of the event.
10. **ASSIGNING/SUBLETTING OF FESTIVAL SPACE:** Vendors shall not assign, sublet or share the event space allotted without the knowledge and written consent of RIBFEST. No products, arts, accessories, souvenirs, catalogs or other goods bearing names of other vendors, sponsors or anyone other than the vendor may be displayed. No firms or organizations not assigned event space will be permitted to solicit business within the event area.
11. **USE OF SPACE:** RIBFEST reserves the right to restrict any exhibit because of noise, method of operations, or materials, or any exhibit, which, in the opinion of RBFEST, may detract from the general character of the event. All demonstrations or promotional activities must be confined to the limits of the vendor's event space. Demonstrations or activities that cause annoyance to the neighboring vendors, such as flashing lights or noise, or result in obstruction of walk space, or prevent ready access to a nearby booth, will not be allowed.
12. **ORDINANCES:** To ensure the safety of all, fire and health regulations and other applicable ordinances of the City of Charleston, WV, and the State of West Virginia must be observed and met. It is the vendor's responsibility to obtain all State, City, Health all necessary permits.
13. **AUTHORIZED AGENTS:** All vendors must have an appointed agent or agents with full authority to represent the vendor in its business with RIBFEST the authorized agent must be present at the event.
14. **LIABILITY AND INSURANCE:** Vendor agrees to indemnify, defend and hold harmless RIBFEST INC, , the event facility (City of Charleston WV), their officers, all sponsors, employees, agents, parents, successors, assigns, directors, officers, employees, from any and all demands, claims, suits, actions, or liabilities resulting from injuries or death to any persons or any damage or loss of any property prior to, during or subsequent to the period covered by this agreement arising from any activity undertaken by the vendor or their employees or agents in performance of any terms, conditions, or promises under this agreement or in the use of facilities leased or services obligated hereunder, except with respect to any claim proved to be due solely to the willful act of RIBFEST from which RIBFEST similarly agrees to indemnify vendor. It is the vendor's responsibility to protect machinery or exhibits so that no injury will result to the public, visitors, guests, or persons or property. All property of the vendor is understood to remain in vendor's care. **VENDOR MUST PROVIDE A CERTIFICATE OF LIABILITY INSURANCE OF ONE MILLON DOLLARS NAMING Ribfest Inc.**
15. **SECURITY:** RIBEST will provide reasonable and appropriate security for the event. RIBFEST shall take all proper and reasonable care to see that exhibits are not destroyed or damaged through any cause within its control, but it does not ensure the safety of said exhibits and is required to use only such care as would a reasonable and prudent businessperson in the protection of their own property.

16. **SETUP HOURS:** Setup hours will be from 11:00 a.m. until 9:00 p.m. Wednesday, Sept. 11, 2024, No vendor will be permitted to enter or set up at any time other than that assigned by a RIBFEST representative and their money balance due (If any) paid in full.

17. **HOURS OF OPERATION:**

Thursday	2024	11-2pm lunch 3:00 p.m. – 10:00 p.m.
Friday	2024	11-2pm lunch and 3:00 p.m. – 10:00 p.m.
Saturday	2024	11:00 a.m. – 10:00 p.m.
Sunday	2024	1:00pm . – 6:00 p.m.

18. **FOOD FACILITIES:** All fires must be contained within one of the following:

- A. A metal drum with screen covering, raised above the grass surface.
- B. Cinder block pit with screen covering and fireproof block base above grass surface.
- C. Safe and appropriate grill.

No coals are to be directly placed on grass surface. All fires must have screen coverings. **Vendors must supply their own safety-inspected (5lb. minimum) multi-purpose ABC chemical**

19. **CHANGES AND AMENDMENTS:** RIBFEST reserves the right to make changes to these Rules and Regulations. Any matters not specifically addressed herein are subject to decision by RIBFEST reserves the right to make such changes, amendments, and additions to these rules as considered advisable for the proper conduct at the event.

20. **CLEAN UP:** The vendor agrees to provide a one-hundred-dollar (\$100.00) cleanup deposit upon arrival at event with said deposit to be refunded in full when vendor has cleaned up its booth area to the approval of RIBFEST If any grease or oil is left by vendor a one hundred twenty-five-dollar (\$125.00) disposal fee will be paid by vendor to RIBFEST.

21. **PROMOTIONAL USE:** RIBFEST is permitted to use the vendor's business' name, logo, and any photos for promotional purposes. Vendor agrees to accept dinner coupons used as promotional device distributed by the Ribfest. Each coupon is good for one (1) BBQ rib dinner to include three (3) bones, two (2) sides and one roll, or one chicken dinner (Brest), two (2) sides and one roll. Vendor will be reimbursed ten dollars (\$10) for each coupon they accept as payment for each coupon (Meal). Additionally, vendor agrees to provide the RIBFEST management with four (4) complimentary full slab BBQ Rib or Chicken dinners to be distributed as they see fit.

22. **PAYMENT TERMS:** Vendor agrees to pay twenty-five dollars (\$2,500.00) to RIBFEST for event spaces (30' X 30'). A seven hundred and fifty dollar (\$750.00) deposit is due with the return of this contract. Deposit, application and contract must be returned within ten (10) days after receiving it. The remaining balance is due on or before August 31, 2024.

I HAVE READ THE ABOVE CONTRACT RULES AND REGULATIONS AND AGREE TO ABIDE BY THIS LEGALLY BINDING CONTRACT. IN THE EVENT THIS RIBFEST IS CANCELLED DUE TO CIRCUMSTANCES BEYOND THE CONTROL OF MANAGEMENT, LIABILITY IS LIMITED TO THE REFUND OF ALL DEPOSITS ONLY.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

LORENZO ELMORE

Ribfest Inc.

DATE : \_\_\_\_\_

DATE: \_\_\_\_\_