



NATIONAL BANANA PUDDING FESTIVAL – 2019

Saturday, October 5 – 9:00 AM – 6:00 PM and Sunday, October 6 – Noon – 5:00 PM
Centerville River Park, Centerville, TN

FOOD VENDOR APPLICATION

About the Festival

The National Banana Pudding Festival is a non-profit organization started in 2010 by a group of local volunteers as a venue for non-profit groups in our community to raise money. The Festival includes entertainment on two stages, the National Banana Pudding Festival Cook-off to determine the nation's best banana pudding, a dedicated kid's area, along with arts & crafts, a wide variety of food and of course, the Puddin' Path. It will be a fun time for the whole family, no matter the age.

Vendor Information and General Policies

- **Vendor applications will be accepted through September 15. However, to be listed in Festival program and newspaper insert, application and all fees must be received by August 1, 2019.**
- A significant discount is offered for applications & fees received before July 1, 2018. See application for specific fees.
- A \$10 non-refundable fee must be included with the application.
- Booth Spaces are 12' X 12' each. Be sure you order the number of spaces required to include trailer tongues, doors, tables, awnings, etc. No extra space provided.
- All spaces are located outside.
- **If electricity is required, specific information as to volts and amps must be provided on the application.**
- Vendors must supply their own extension cords (minimum 200 feet) rated for outdoor use.
- A list of menu items and pricing must be included with application.
- Food vendors must clearly post menu items and pricing for guests review.
- Food vendors are subject to inspection by the Tennessee Department of Health. Representative of the TN Department of Health will be on site Saturday morning and issuing permits. Permits/costs are the sole responsibility of the vendor. (See attached guidelines for TN Department of Health.)
- Vendors must supply their own trash cans and keep their area clean. Festival will provide trash bags and pickup.
- **Booth spaces must be left clean upon departure at the close of the Festival. Failure to do so will result in the vendor being assessed a cleaning fee of \$100 and not being invited back to this Festival.**
- Proof of liability insurance must be included with all food vendor applications. Insurance shall be for a minimum of \$1,000,000 per incident with the National Banana Pudding Festival named as payee.
- See Application, Guidelines and Waiver and Release of Liability for complete details.
- All fees are non-refundable if event is cancelled due to weather, acts of nature, disaster, etc. beyond our control, or if vendor chooses not to set up.

Mail completed & signed application and waiver along with all fees to National Banana Pudding Festival, 118 Church Street, Centerville, TN 37033

Vendors will be notified of the receipt of their application and acceptance status within 14 days of the receipt of the application. For further information or questions, please call 931-994-6273 or via e-mail at bananapuddingfest.arts@gmail.com.

National Banana Pudding Festival

118 Church Street

Centerville, Tennessee 37033

October 5 – 6, 2019

Food Vendor

Company Name _____ Contact Name _____

Address _____

Street

City

State

Zip Code

E-Mail _____

Website: _____ Phone _____

Each booth space is 12’x12’ and shall include & must hold trailer tongues, tables, awnings, grills, etc. If more space is needed, additional booth space must be purchased.

ALL FEES ARE NON-REFUNDABLE

Check one: _____ Tent _____ Trailer _____ Truck _____ Other _____

Complete length of your final set-up _____ feet (Must include trailer tongues, doors, tables, awnings, etc.)

If paid prior to July 1, 2019:

If paid after July 1, 2019:

Total:

For Profit _____ x \$150.00 each

For Profit _____ x \$200 each

\$ _____

Non-Profit _____ x \$100.00 each

Non-Profit _____ x \$150 each

\$ _____

Electrical Information: _____ **NO**, I do not need electricity _____ **Yes**, I need electricity
_____ 110 volts _____ Amps per outlet _____ # of Outlets _____ @ \$15.00/ea. = \$ _____

Amps per outlet must be specified. If not specified, acceptance of application will be delayed/denied.

_____ 220 volts _____ # of Outlets _____ @ \$15.00/ea. = \$ _____

(Limited availability of 220 outlets – assigned in order of applications received.)

Will you use a generator? Yes ___ No ___ If yes, and you will also need power supplied by the festival, the generator cannot be wired into a main panel. No LOUD generators will be allowed!! Provide details about the generator. _____

Please indicate if water hook-up or access to water will be needed: _____

If you use a food truck/trailer, which side do you serve from? Driver Side _____ Passenger Side _____

Attach proposed menu with prices. New vendors must submit 3-5 photos of your set-up or a link to your website.

Are you offering an item that includes bananas? If so, what? _____

Have you participated in other festivals, shows, etc.? Please provide name of event/s

Proof of insurance, effective the days of the event, is required for all food vendors naming the NBPF as a payee and a copy should be included with this application. No applications will be considered unless this information accompanies the application.

() Please check here if under the Americans with Disabilities Act you require specific aid or services at the Festival. Please identify your needs to us by a letter included with this application.

Please include any special considerations that do not fall under ADA that would assist us in determining placement for your booth:

Application Fee of \$10.00	\$ <u>10.00</u>
Amount enclosed for space(s)	\$ _____
Amount enclosed for electricity	\$ _____
Total Enclosed	\$ _____

Signature _____

A signed application constitutes a contract to follow all rules and regulations and is a commitment to participate. The National Banana Pudding Festival and the town of Centerville, TN will hold no responsibility for loss or damage to you or your property. Your signed contract relieves the aforementioned parties of any such liability.

The National Banana Pudding Festival is a two day event thus, food vendors will be subject to inspection and permitting by the Tennessee Department of Public Health. A Health Department inspector will visit each food vendor early the morning of October 5. At that time, each vendor is responsible for paying the \$30.00 permit fee to the health department. Food safety guidelines for "Temporary Food Service Establishments" from the TN Department of Public Health accompany to this application. If you have questions about these guidelines, please contact Megan Alford with the Tennessee Department of Public Health at [931-729-3516 Ext 112](tel:931-729-3516) or megan.alfrod@tn.gov.

Please be sure to return the following items for consideration of your application/participation:

Vendor Application	\$10 Application Fee	Signed Waiver & Release	\$ for Space/s
Proof of Insurance	\$ for Electricity	Menu to be served w/ prices	Photos of booth or space

Festival Use Only:			
Date Received _____	Amount _____	Check # _____	Ins. Cert. Received _____
Confirmation Sent _____	Packet Sent _____		

Guidelines

National Banana Pudding Festival

The National Banana Pudding Festival and Cook-Off is a two day event the first weekend in October (October 5-6, 2019) in Centerville, Tennessee. The festival will open the vendor gate at 6:30 AM on Saturday and 10:00 AM on Sunday. The festival grounds will also be open for vendor setup on Friday from 10:00 AM to 6:00 PM. Food truck/trailer vendors, especially those requiring electricity are encouraged to arrive on Friday in order to test connections and ensure truck/trailer requirements are met.

PLEASE READ CAREFULLY

Fees: All fees are non-refundable if event is cancelled due to weather, acts of nature, disaster, etc. beyond our control, or if vendor chooses not to set up. We will make every effort to remain open advertised times but reserve the right to cancel due to inclement weather or other occurrences that could endanger attendees.

Pets: No pets allowed except service animals. Please be sure all of your booth workers are aware of this policy.

Equipment: Each vendor is required to furnish their own display equipment (tents, tables, extension cords in good repair and rated for outdoor use with the proper grounds, etc.) Each vendor is responsible for the cleanliness of their area. All food vendors must have a minimum of one #5 ABC fire extinguisher in booth. Each Vendor should be prepared with extension cords for up to 200ft rated for outdoor use.

Sales Tax: The collection and payment of any and all Sales Tax is the sole responsibility of the vendor. The Festival assumes no responsibility regarding the collection, reporting and/or remittance of sales tax for sales by vendors.

Food Sanitation: All food vendors must be aware of and comply with the guidelines set forth by the Tennessee Department of Health. Compliance with the Department of Health requirements and any other local health and other requirements is the responsibility of each food vendor. **See attached guidelines from the TN Department of Health. The Dept. of Health will be on site Saturday morning for inspecting and issuing permits. Permits/costs are the sole responsibility of the vendor.**

Ice: Ice will NOT be available at the Festival. Ice is available at nearby convenience stores.

Hours/Parking: Vendor gate opens at 6:30 AM and vendors must be set up by 8:45 AM and may not tear down until 5 PM on Sunday. No passenger vehicles will be allowed in the festival area during festival hours. Speed limit on the festival grounds is 5 mph. A separate parking area will be designated for vendor vehicles and trailers. **Do not park in access lanes.** Security will be provided Friday and Saturday nights, however, the Festival provides no guarantee and assumes no liability for any loss or damage that might occur.

Booth spaces must be left clean upon departure at the close of the Festival. Failure to do so will result in the vendor being assessed a \$100 cleaning fee and not being invited back to this Festival.

Alcoholic beverages, illegal drugs and firearms are prohibited.

The National Banana Pudding Festival is a family-oriented event. As such, we ask that all booth workers be neat, clean and modestly dressed with no offensive or distasteful slogans, artwork or messages. We reserve the right to bar any clothing, exhibit or product that doesn't meet this family-friendly standard.

Each vendor will be required to submit proof of insurance with your application. The liability insurance shall be for a minimum of \$1,000,000 per incident with the National Banana Pudding Festival named as a payee. Applications will not be considered until the signed application, fee, signed Waiver and Release and proof of insurance are received.

Please send your application, fees and signed Waiver & Release of Liability form (Pg 7) to:

**National Banana Pudding Festival
118 Church Street
Centerville, TN 37033**

For further information or questions, please contact the Food Vendor Committee at 931-994-6273 or bananapuddingfest.arts@gmail.com.

IMPORTANT

Be sure to include the following with your application:

Signed copy of application (pages 2-3)

Signed copy of Waiver & Release of Liability form (page 7)

List of Menu Items and Pricing

Check payable to National Banana Pudding Festival for all fees

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION

AGREEMENT

The 2019 National Banana Pudding Festival

A – Release of Liability

In consideration of your permitting my participation as a vendor at the 2019 National Banana Pudding Festival and Cook-Off (the “Festival”) held in Centerville, Tennessee on October 5-6, 2019, I, the undersigned, for myself, my heirs, legatees, executors, administrators, and all assignees, personal representatives and legal representatives, or as an officer of a corporation duly authorized to execute this agreement on behalf of the corporation, I bind the same to the terms of this agreement and do hereby waive and release any and all rights and claims for damages, death, personal injuries, or loss of property I or the corporation I am representing may sustain as a result of my participation in or presence at the Festival, against NBPF Inc., etc. officers, etc.

B – Assumption of Risk

Furthermore, **I AGREE TO ASSUME ALL RISKS, WHETHER KNOWN, UNKNOWN, ANTICIPATED OR UNANTICIPATED, RESULTING FROM MY PARTICIPATION OR PRESENCE AT THE FESTIVAL AND I AGREE TO FOREVER RELEASE the National Banana Pudding Festival, Inc. and Cook-Off AND ITS EMPLOYEES, VOLUNTEERS, AGENTS, DIRECTORS, OFFICERS AND ASSIGNEES, EVENT OFFICIALS, SPONSORS, CONTRIBUTORS, AND THEIR RESPECTIVE AGENTS, BOARDS, COMMISSIONS, AND ANY OTHER INVOLVED REPRESENTATIVES OF ALL THE AFOREMENTIONED (COLLECTIVELY, THE “RELEASEES”), WHO THROUGH NEGLIGENCE AND/OR OTHER ACTIONS OR INACTIONS MIGHT OTHERWISE BE LIABLE TO ME, INCLUDING ANY COSTS OR EXPENSES (PARTICULARLY INCLUDING BUT NOT LIMITED TO, ATTORNEY AND OTHER PROFESSIONAL FEES).**

C - Indemnification

I agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Releasees for, from and against any and all liability and responsibility whatsoever, however caused, for any and all damages, claims, or causes of action that I, my estate, heirs, administrators, executors, or assigns or corporation may have for any loss, personal injury, or death to any person, organization, whether they are a release of another entity, arising out of, connected with, or in any manner pertaining to my participation in or presence at the Festival, my use of the vendor area or while in, on or upon the premises where the Festival is being conducted due to the negligence or unintentional acts of myself, my employees, my subcontractors, or independent contractors or invitees or helpers who are there because of my presence or participation. I further agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Releasees from all liability incurred as a result of any lack of authority on my part to make this release, to assume such risk, or to sign this Agreement. I further agree if any demand is made or lawsuit indicated to which the terms of this agreement are applicable then my duty and my corporation’s duty to indemnify shall begin the moment said demand is made and in that event I agree to pay for all attorney fees, expert fees and deposition and other costs as they become due.

D – Agreement in General

This waiver and release of liability and indemnification agreement is **INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED UNDER TENNESSEE LAW**. If any portion of this agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality and enforceability of any other provision hereof. This agreement shall be governed by and controlled by the laws of the State of Tennessee and the venue for any legal action of any nature shall be in the courts of Hickman County TN.

I UNDERSTAND THAT BY AFFIXING MY SIGNATURE TO THIS DOCUMENT I OR THE CORPORATION FOR WHOM I AM SIGNING AM EXPRESSING MY INTENTION TO WAIVE VALUABLE LEGAL RIGHTS THAT I OR THE CORPORATION NOW POSSESS OR MIGHT POSSESS IN THE FUTURE. I AM SIGNING THIS DOCUMENT OF MY OWN FREE WILL. I INTEND THAT THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT SHALL BE BINDING ON ME AND MY CORPORATION AND ON ANYONE ELSE MAKING A CLAIM ON MY BEHALF. NO ORAL REPRESENTATION, STATEMENTS, OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT, HAVE BEEN MADE; I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT.

I EXECUTE THIS RELEASE ACKNOWLEDGING THAT PARTICIPATION IN THE FESTIVAL IS FULL, ADEQUATE AND COMPLETE CONSIDERATION FOR GIVING UP THE ABOVE LISTED RIGHT AND BEING FULLY BOUND BY THE ABOVE OBLIGATIONS.

I HAVE READ THIS AGREEMENT AND FULLY AGREE TO BE BOUND BY ITS TERMS.

Vendor Signature (please indicate if signing for a corporation, in which case you must put the name of the corporation, your position with the corporation, and sign on behalf of the corporation and you must sign individually as well.

Name of corporation

Signature on behalf of the corporation and your title/position

Signature as individual

Printed Name

Date Signed

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