



2024

NATIONAL BANANA PUDDING FESTIVAL

Saturday, October 5 – 9:00 AM – 6:00 PM

Sunday, October 6 – 12:00 PM – 5:00 PM

Centerville, TN 37033

FOOD VENDOR APPLICATION

ABOUT THE FESTIVAL

The National Banana Pudding Festival (NBPF) 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 1. However, to be listed in the Festival program, application and all fees must be received by August 1.**
- A significant discount is offered for applications & fees received before July 1. 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 the application.
- Food vendors must clearly post menu items and pricing for guests to view.
- Food vendors are subject to inspection by the Tennessee Department of Health. A representative of the TN Department of Health will be on site Saturday morning to inspect. Permits/costs are the sole responsibility of the vendor and **MUST** be pre-purchased online. (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.**

NATIONAL BANANA PUDDING FESTIVAL

PO Box 214 • Centerville, Tennessee 37033

October 5 – 6, 2024

FOOD VENDOR

- 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 an additional insured.** See Application, Guidelines and Waiver and Release of Liability for complete details.
- All fees are non-refundable if the event is canceled due to weather, acts of nature, disaster, etc. beyond our control, or if the vendor chooses not to set up.

Upon arrival, find your space, pull over to the side leaving center open for traffic, unload your vehicle, then immediately move vehicle to VENDOR parking area. You may then return to your booth to set up. DO NOT leave vehicle at booth while you set up as this blocks the flow of traffic for other vendors.

Applications may be found on the Festival website: www.bananapuddingfest.org, by emailing vendors@bananapuddingfest.org, or Eventeny.com. Applications may be submitted:

- by mail to National Banana Pudding Festival, PO Box 214, Centerville, TN 37033.
- via e-mail at vendors@bananapuddingfest.org
- Eventeny.com

and must include completed & signed application and waiver along with all fees.

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 vendors@bananapuddingfest.org.

NATIONAL BANANA PUDDING FESTIVAL

PO Box 214 • Centerville, Tennessee 37033

October 5 – 6, 2024

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	IF PAID AFTER JULY 1	TOTAL
For Profit _____ x \$150 each	For Profit _____ x \$200 each	\$ _____
Non-Profit _____ x \$100 each	Non-Profit _____ x \$150 each	\$ _____
Electrical Information <input type="checkbox"/> NO , I do not need electricity <input type="checkbox"/> Yes , I need electricity		
<input type="checkbox"/> 110 volts _____ Amps per outlet _____ # of Outlets @ \$15.00/ea.		\$ _____
<input type="checkbox"/> 220 volts _____ # of Outlets @ \$15.00/ea.		\$ _____
Amps per outlet must be specified. If not specified, acceptance of application will be delayed/denied. (Limited availability of 220 outlets – assigned in order of applications received.)		
Application Fee		\$ <u>10.00</u>
Total Enclosed		\$ _____

Will you use a generator? 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:

NATIONAL BANANA PUDDING FESTIVAL

PO Box 214 • Centerville, Tennessee 37033

October 5 – 6, 2024

FOOD VENDOR

Please indicate if water hook-up or access to water will be needed: No ☐ Yes ☐

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

Attach the 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 an additional insured 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:

Signature

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

NATIONAL BANANA PUDDING FESTIVAL

PO Box 214 • Centerville, Tennessee 37033

October 5 – 6, 2024

FOOD VENDOR

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 Saturday morning between 6:30–8:30. Each vendor is responsible for paying the permit fee to the health department online prior to the event and must present a permit at time of inspection. Food safety guidelines for "Temporary Food Service Establishments" from the TN Department of Public Health accompany this application. If you have questions about these guidelines, please contact Amanda McDaniel the Tennessee Department of Public Health at 931-729-3516 Ext 112.

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

<input type="checkbox"/> Vendor Application	<input type="checkbox"/> \$10 Application Fee	<input type="checkbox"/> Signed Waiver & Release	<input type="checkbox"/> \$ for Space(s)
<input type="checkbox"/> Proof of Insurance	<input type="checkbox"/> \$ for Electricity	<input type="checkbox"/> Menu to be served w/prices	<input type="checkbox"/> Photos of booth or space

Festival Use Only:

Date Received _____ Amount _____ Check # _____

Ins. Cert. Received _____

Confirmation Sent _____ Packet Sent _____

NATIONAL BANANA PUDDING FESTIVAL

PO Box 214 • Centerville, Tennessee 37033

October 5 – 6, 2024

FOOD VENDOR

GUIDELINES

The National Banana Pudding Festival and Cook-Off is a 2-day event the first weekend in October (October 5-6, 2024) 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 canceled 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 at 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 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 the booth. Each Vendor should be prepared with extension cords for up to 200 ft 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: It is the sole responsibility of each vendor to be aware of and comply with the guidelines set forth by the Tennessee Department of Health any other local requirements. **The Dept. of Health will be on site Saturday morning for inspecting. Permits/costs are the sole responsibility of the vendor, and must be purchased online prior to the festival and available for the inspector Saturday morning. See attached guidelines from the TN Department of Health.**

Hours/Parking: Vendor gate opens at 6:30 AM on Saturday and vendors must be set up by 8 AM and may not tear down until 5 PM on Sunday. Vendor Parking Tags will be provided and only vehicles with tags will be allowed free access to the festival grounds. 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. Please park in rows and

NATIONAL BANANA PUDDING FESTIVAL

PO Box 214 • Centerville, Tennessee 37033

October 5 – 6, 2024

FOOD VENDOR

do not block ingress and egress and lanes of traffic. **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

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 in no offensive or distasteful slogans, artwork or messages. We reserve the right to ban 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 an additional insured 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 (Page 9) to:

- **by mail to National Banana Pudding Festival, PO Box 214, Centerville, TN 37033.**
- **via e-mail at vendors@bananapuddingfest.org**
- **[Eventeny.com](https://www.eventeny.com)**

For further information or questions, please contact the
Vendor Committee at **931-994-6273** or **vendors@bananapuddingfest.org**.

IMPORTANT

Be sure to include the following with your application:

- ☐ **Signed copy of application (pages 3-4)**
- ☐ **Signed copy of Waiver & Release of Liability form (page 9)**
- ☐ **List of Menu Items and Pricing**
- ☐ **Check payable to National Banana Pudding Festival for all fees**

NATIONAL BANANA PUDDING FESTIVAL

PO Box 214 • Centerville, Tennessee 37033

October 5 – 6, 2024

FOOD VENDOR

**WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT**

THE 2024 NATIONAL BANANA PUDDING FESTIVAL

A – Release of Liability

In consideration of your permitting my participation as a vendor at the 2024 National Banana Pudding Festival and Cook-Off (the “Festival”) held in Centerville, Tennessee on October 5-6, 2024, 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.

NATIONAL BANANA PUDDING FESTIVAL

PO Box 214 • Centerville, Tennessee 37033

October 5 – 6, 2024

FOOD VENDOR

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

Date Signed

Signature as individual

Printed Name