

# 2011 Historic Appomattox Railroad Festival Application

## Food Concession Application

Historic Appomattox Railroad Festival  
P.O. Box 513  
Appomattox, VA 24522

Attention Concessionaires:

The Historic Appomattox Railroad Festival (HARF) committee cordially invites you to participate in the 39<sup>th</sup> annual Historic Appomattox Railroad Festival to be held October 8-9, 2011. Each year the festival is becoming better and attracting more visitors. We hope you plan to be a part of our event.

This year we have made several changes to the application process so please be sure to read the *General Guidelines and Rules of Participation* and *Terms and Conditions* carefully and submit ALL the necessary paperwork in a timely fashion to secure your place at the 2011 Historic Appomattox Railroad Festival.

Failure to comply with the application process may result in a delayed confirmation of your participation.

***Before mailing your application, please be sure that you have included the following items from this checklist:***

- Completed 2011 Application with signed Agreement & Waiver (Pages 3&4)
- Application Fee (checks payable to Historic Appomattox Railroad Festival)
- Complete Menu of food items that you intend to sell at festival
- Price list corresponding with each Menu item
- Certificate of Insurance
- Health Permit receipt

For any questions with the application process please contact the HARF committee office at:  
(434) 352-8268 or [info@appomattoxrailroadfestival.com](mailto:info@appomattoxrailroadfestival.com)

Sincerely,

Historic Appomattox Railroad Festival (HARF) committee

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### GENERAL GUIDELINES AND RULES OF PARTICIPATION

#### PARTICIPATION:

Participation in the 2011 Historic Appomattox Railroad Festival is contingent on your application's acceptance by the HARF Food Concession Committee. HARF reserves the right to limit your menu offerings if it is deemed that too many vendors are offering the same items. Please include a list of all foods you would like to sell. You will be notified of any changes that you will need to make to your menu along with your confirmation letter.

#### MENUS:

Each Concessionaire MUST clearly display their complete Menu and Prices for all items at all times throughout the festival. Menus must be clearly displayed prior to the opening of the food court area on Saturday morning or you will not be allowed to operate. HARF reserves the right to limit your menu offerings if it is deemed that too many vendors are offering the same items. All vendors have the right to reduce prices after 3:00 pm on Sunday.

#### SET UP:

All vendors will be allowed to setup beginning at noon on Friday, October 7, 2011. Do not set up without speaking to the Concession coordinator. The Festival committee can not and will not be responsible for equipment, materials, or goods attended or unattended. Absolutely no parking on festival grounds; towing will be enforced at owners expense. Streets are closed from 6:00 am – 5:00 pm on Saturday, and from 11:00 am – 5:00 pm on Sunday. All vehicles must be removed from grounds by 9:00 am on Saturday and 11:00 am on Sunday.

You must provide all setup items for your booth. The Town of Appomattox will provide cans for trash. **NO GREASE ALLOWED IN TRASH CANS OR TO BE DISPOSED OF ON PROPERTY, THERE WILL BE A \$500.00 FINE FOR ANY VENDOR CAUGHT DUMPING GREASE!** Please talk to the committee if you have a problem with disposal and we will try to help you.

#### SAFETY & CLEANLINESS:

You are responsible for the cleanliness and health conditions at your booth. It is your responsibility to keep your area clean and hazard free. You are responsible for the trash around your booth. If trash cans need dumping, just tell us. We want the food court to be as clean, safe, and healthy as possible.

#### ELECTRICITY:

If you are operating any kind of electrical equipment, or anything with an open flame you must have a fire extinguisher.

#### WATER:

There will be one (1) water spigot onsite, please bring your own containers.

#### HEALTH PERMIT / INSPECTION:

All food vendors must provide us with a copy of receipt from the VA Department of Health for your restaurant permit, even if it is a temporary permit. If you do not provide a health permit receipt, your application will be denied. The health inspector will inspect booths on Saturday morning. If at any time you are shut down you will not receive a refund.

#### INCLEMENT WEATHER:

There are no refunds for rain, and there are no rain dates, sorry.

#### INSURANCE:

ALL food vendors must provide a certificate of insurance with your application. If you do not provide an insurance certificate, your application will be denied. You are responsible for your own insurance.

#### EQUIPMENT

Please include exact measurements of all equipment, trailer (including tongue) and all tents & extensions.

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### **WHERE:**

Historic Downtown Appomattox, VA

### **WHEN:**

Saturday, October 8, 2011      9:00 a.m. to 5:00 p.m.      No rain date

Sunday, October 9, 2011      12:00 p.m. to 5:00 p.m.      No rain date

### **CONTACT INFORMATION**

Name \_\_\_\_\_

Business Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

Tax ID # \_\_\_\_\_

### **SPACE:**

- Size = 18' x 18'
- What type of vendor are you?    \_\_\_ Commercial    \_\_\_ Non-Profit (501c3 required)    \_\_\_ Individual
- Will you need electricity?    \_\_\_ Yes    \_\_\_ No
- Will you be attending the festival both days?    \_\_\_ Yes    \_\_\_ No  
    If no, please specify which day you will attend \_\_\_\_\_

### **COST PER SPACE:**

- \$250.00 – Commercial      \$60.00 – Non-Profit      \$125.00 - Individual

### **PREVIOUS PARTICIPATION:**

Have you previously participated in the Historic Appomattox Railroad Festival?    \_\_\_ Yes    \_\_\_ No

\_\_\_ I would like to request the same space I had last year\*

\_\_\_ Last years' space number

*\*Consideration of request is acknowledged, but not guaranteed*

Is there anything that you would like us to know when assigning your space

\_\_\_\_\_  
\_\_\_\_\_

### **MANDATORY for PARTICIPATION in 2011:**

Please attach a complete list of ALL food items that you intend to sell at the festival, including the PRICE you intend to charge per item.

\_\_\_\_\_  
\_\_\_\_\_

### **Measurement of Equipment**

\_\_\_\_\_

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### 2011 Agreement & Waiver

Please read the following statements carefully. To participate in the 39<sup>th</sup> annual Historic Appomattox Railroad Festival, you must sign and return this agreement with your application.

- I do hereby waive the Town of Appomattox, its officers, its agents, its assigns, its council members, its employees and Festival Board Members, committee members, volunteers, sponsors and fellow participants, from any liability due to personal injury, loss or damage to any property that may occur during the Historic Appomattox Railroad Festival.
- I understand and comply with the Historic Appomattox Railroad Festival General Guidelines and Rules of Participation.
- I understand and comply with the Historic Appomattox Railroad Festival Terms & Conditions
- I agree to allow the Historic Appomattox Railroad Festival Board full use of images and other promotional materials (photographs, video tape, audio tape) taken during the Festival for purposes of promoting the Festival this year and in future years.
- I agree to display a complete MENU and PRICE LIST at my booth(s) throughout the duration of the festival

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Mail to: Historic Appomattox Railroad Festival  
P.O. Box 513  
Appomattox, VA 24522

Deadline: **June 30, 2011.** Any entries after this date will be considered on a space available basis.  
**After June 30, 2001 there will be no guarantee of participation. Spaces will be limited to 40 Vendors.**

Acceptance: Participation in the 2011 Historic Appomattox Railroad Festival will be contingent on your application's acceptance by the HARF Food Concession Committee. HARF reserves the right to limit your menu if it is deemed that too many vendors are offering the same items. You will be notified of any changes that you will need to make to your menu along with your conformation letter.

Office Use Only:	Date received ___/___/___	Check Number _____	Amount _____	Space Assignment _____
	Waiver signed _____	Health Permit _____	Insurance Certificate _____	Menu _____
			Price List _____	

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### Terms and Conditions

All vendors, by submitting an application, agree to the following terms and conditions:

The Historic Appomattox Railroad Festival, which shall for purposes of this agreement include the Historic Appomattox Railroad Festival Committee and its members, representatives and volunteers, and the Town Council of Appomattox, its officers, employees, representatives, volunteers and agents all collectively referred to as the "HARF", may remove any objectionable person, as determined in HARF's sole discretion, from the festival grounds.

The HARF reserves the right to cancel and terminate this Agreement, in whole or in part, without penalty, upon notice to Vendor. Upon such termination or cancellation, Vendor shall immediately cease use of the festival grounds. Any license granted applicant to serve as a Vendor is automatically revoked if applicant brings or allows to be brought onto the Property tobacco, alcohol, weapons, food, beverages, merchandise or any substance or items controlled by law without prior written permission from the HARF. Vendor is liable for the cost of repairing such alterations and/or damage, whether resulting from an act of Vendor or Vendor's agents, employees, invitees, patrons or other present due to activities of Vendor.

Vendor hold the HARF harmless from all claims for injury to or the death of any person and for damage to or the loss of any property arising out of or attributed directly or indirectly, in whole or in part, to the operations or commissions of Vendor. Vendor indemnifies the HARF for all damage to property belonging to the HARF or others and for all injuries to or the deaths of any person resulting in whole or in part from any act of omission of Vendor. The HARF is not responsible for Vendor's property while it is on the festival grounds.

Vendor shall comply with all laws of the United States and the Commonwealth of Virginia, and all requirements of the police and fire departments or other Appomattox municipal or county authorities and shall obtain and pay for all necessary permits and licenses.

The HARF may remove from the festival grounds and dispose or store personal property left behind by Vendor or Vendor's patrons. Vendor shall reimburse the HARF for the costs of such removal, disposal and/or storage.

If any part of this Agreement is ruled by any court to be void for any reason, it will be served and the rest of the Agreement will continue in force as if the invalid part had never been a part of the Agreement.

Vendor agrees not to assign a right under this Agreement to a person, entity or group without the written consent of the HARF.

Vendor agrees to pay all attorneys' fees incurred by the HARF due to the failure of Vendor to comply with all terms of this Agreement.

Any dispute arising under this Agreement shall be governed by the laws of the commonwealth of Virginia. Venue for any litigation resulting from this agreement shall be proper only in Appomattox County General District Court or Appomattox County Circuit Court and Vendor voluntarily submits to the jurisdiction of such Courts.

**Please keep this sheet for your records and information**

**\*BY SUBMITTING YOUR SIGNED APPLICATION YOU HAVE AGREED TO ALL THE ABOVE RULES AND REGULATIONS, AND DO NOT HOLD THE FESTIVAL LIABLE\***