

FOOD CONCESSIONAIRE APPLICATION/CONTRACT

Oktoberfest 4 - 2019



Oktoberfest 4 - October 19 & 20, 2019

SPACE REQUIREMENT: _____
 (Please do not state "Same as Last Year")

SPACE FEE: \$150.00
 (Please see Section 12 on reverse)

Application Deadline: September 16, 2019

ELECTRIC: (the amount of amps marked will be the maximum amps available for that space)
 Daily usage fees: 30 amps/ \$25.00 per day 50 amps/ \$45.00 per day 100 amps/ \$75.00 per day
 40 amps/ \$35.00 per day 60 amps/ \$55.00 per day

Each food vendor will need to supply a disconnect for all ungrounded cables attached to their booth. Each vendor will need to supply at least 100' of SO Cable, that includes a white wire for the neutral and a green wire for the ground. This cable shall be sized according to the load that you expect Hunter Mountain Ski Bowl to deliver to you, (i.e.. a #8 wire for 40 amps, #6 for 50 amps, etc.). There will be a hook up fee of \$100.00. Please see Section 8 on reverse.

NYS Department of Health Permit and Liability Insurance Required

Food concessionaires are required to supply their own NYS Department of Health, Oneonta District Office, Temporary Food Operation Permit and Liability Insurance. Original DOH Certificate must be displayed in booth. Copies of both must be given to festival management prior to set-up.

Checklist - Please include:

- Application/Contract
- Space Fee
- Photocopy of Sales Tax Certificate
- Pictures or Slide (or reference website)
- Itemized Food & Price List

OFFICE USE ONLY

Electrical determination
 at set-up of _____ amps.

- Certificate of Liability Insurance
- NYS Department of Health Permit

Description of items offered for sale (please do not state "Same as last year"): _____

Name of Company: _____

Contact Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone Number (daytime): _____ Cell: _____

E-mail: _____ Website: _____

Incorporated: Yes No NYS Sales Tax ID# _____ (required)

Space Fee due with application: Check Money Order CC Amount due: \$150

Credit Card #: _____ Exp. Date: _____ CCV#: _____

Authorized Signature: _____ Date: _____

PLEASE READ AND SIGN ALL THREE PAGES

RULES AND REGULATIONS

All products or items will be sold from contracted space only. Any additions to product list must be approved by Management. No Concessionaire shall have an exclusive on any product.

New York State Sales Tax -

Concessionaires must possess a valid NYS Sales Tax ID Number. He/she must provide Management with a photocopy of a current permit issued by the NYS Tax Bureau. Application will not be accepted without this certificate. Concessionaire is solely responsible for payment of sales and any other applicable taxes.

Insurance -

To the fullest extent permitted by law, shall indemnify and hold harmless: Hunter Mountain Ski Bowl, Inc., Hunter Mountain Acquisition, Inc., Peak Resorts, Inc., (Collectively as "RELEASEES") THEIR OWNERS, AFFILIATES, SUBSIDIARIES, EMPLOYEES AND AGENTS AND ALL OF THEIR OFFICERS AND DIRECTORS AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS AND THEIR SUCCESSORS INTEREST FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE THAT MAY OCCUR AS A RESULT OF MY PARTICIPATION IN FESTIVALS, USE OF THE EQUIPMENT AND/OR MY USE OF THE FACILITIES AT HUNTER MOUNTAIN. and any individual, corporation or entity which did or does own, operate, maintain or control any real or personal property or fixture which did or does constitute a portion of or which is or was ever used in any connection with the ski resort known as Hunter Mountain Ski Bowl; any other person, corporation or entity in the employ of or acting as counsel, consultant or agent for any said entity or individual; and the heirs, representatives, successors, and assigns of any said entity or individual (hereinafter all said entities or individuals are individually and collectively referred to as "Indemnity", from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or resulting from any act or omission of myself or any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless, of whether or not it is caused in part by the acts or omissions (including negligence) of any Indemnity. This indemnification includes but is not limited to any claims arising from any injury to any person enumerated in PARAGRAPH 2 OF THIS AGREEMENT, ANY CLAIMS ARISING UNDER THE NYS DOL LABOR LAW SECTIONS 200, 240 and/or 241, INDUSTRIAL CODE RULE 23 AND COMMON LAW NEGLIGENCE. This agreement is intended to be, inter alia, a "written contract" under § 11 of the Workers' Compensation Law.

I agree to procure and maintain all of the insurance required under this provision until all work, including punch list items, is complete. I and each sub-contractor of every tier shall provide insurance as follows:

- A. Workers' Compensation and Employer Liability Insurance carried for its workers
- B. Commercial General Liability insurance in the amount not less than \$1,000,000 (One Million Dollars) per occurrence and \$5,000,000 (Five Million Dollars) aggregate with an insurance company licensed to do business in New York State, naming as additional insured's with primary (non-contributory) coverage all Indemnities identified in Additional Insured below.
- C. Automobile Liability Insurance; Any Auto owned and Non-Owned used for the event
- D. I further agree to provide Hunter Mountain with a Certificate of Insurance (C of I) from said insurer acknowledging that the scope of the coverage includes the claims indemnified hereunder as well as actual policy endorsements evidencing the coverage.

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|--------------------------------|------------------------------------|
| The Certificate Holder: | Additional Insured To List on Col: |
| Hunter Mountain Ski Bowl, Inc. | Hunter Mountain Ski Bowl, Inc., |
| Route 23A, PO Box 295 | Hunter Mountain Acquisitions, Inc. |
| Hunter, NY 12442 | Peak Resorts, Inc. |

Any and All Subsidiaries, Affiliates and Employees of the above.

FORUM SELECTION; This Agreement shall be governed by the laws of the State of New York. Any litigation arising out of this Agreement shall be brought only in the Supreme Court of Greene County or the United States District Court for the Northern District of New York. I hereby consent the jurisdiction of those courts..

1) PAYMENT OF CONCESSIONAIRE FEE -

- a) All Concessionaires agree to pay twenty (20) percent of all gross sales. All Concessionaires must have a cash register with tape and a price list which are totally visible by customers at all times. Hunter Mountain Ski Bowl, Inc. reserves the right to take a register reading at any time during the business day. We will be making periodic checks on each cash register on a daily basis.
- b) All gross sales must be reported to an authorized Festival Representative along with register tape. The fee is payable to an authorized Festival Representative at the end of each festival day.

2) HOURS / SETUP TIMES -

- a) Concessionaire will have food stand in order one hour prior to gate opening on each festival day.
- b) Concessionaire who contracts to stay consecutive festivals may leave his/her food stand between festivals at his/her own risk.
- c) Concessionaire will be open from event open to closing every day of the festival regardless of the weather. Any deviation from posted hours shall be approved by Management only.
- d) Concessionaire will be permitted to have their vehicles and delivery vehicles on the festival grounds to replace or remove anything from their location until one hour prior to gate opening, and after that time must have their vehicles in the regular parking area. This will be strictly enforced.
- e) Setup days will be scheduled for Wednesdays and Thursdays prior to festival. All booths shall be in place by Thursday PM. Setup times must be arranged in advance with a Festival Representative.

3) DECORATIONS -

- a) Concessionaire shall be responsible for furnishing all decorations, materials, attractive signs and labor for attractive exhibition of all products.
- b) Concessionaire and his/her employees must be dressed in clean, neat attire, or in keeping with the theme of the festival. T-shirts, cutoffs and like attire will not be acceptable.
- c) Space will be returned to the condition in which it was found prior to the event.

4) SUBLETTING / ASSIGNMENT -

- a) Subletting and assignment are strictly prohibited.

5) SOUND SYSTEM -

- a) Sound systems can only be used if authorized in writing by Management.

6) PETS -

- a) Vendors are highly discouraged from bringing pets, as animals are not permitted in any buildings at Hunter Mountain.

7) ELECTRICITY -

- a) Concessionaire must complete a detailed requisition for electrical services one month prior to festival date, for which he/she will be charged for electric usage according to his/her wattage or amperage requirements. All electrical requirements must be itemized and not noted "same as last year."
- b) Management will provide electrical service as per requisition to food stand. It is the responsibility of Concessionaire to wire his/her own food stand.
- c) All food stands will be inspected daily for overuse of electricity and/or unsafe equipment.
- d) Additional information regarding electrical needs should be directed to Jen Schmidt at ext.2278.

8) MISCELLANEOUS -

- a) Management reserves the right to remove any literature or merchandise which is on display, or for sale, which it feels is not in keeping with the best interest of the festival and/or patrons. This includes literature or articles that are considered by Management to be in poor taste and/or offensive to the general public.
- b) This agreement cannot be canceled except by Management.
- c) Management reserves the right to review all menus and prices.
- d) There will be no refrigerator, cooler or freezer space available in the base lodge.
- e) I agree that all disputes arising under this agreement and/or from the use of the facilities at Hunter Mountain shall be litigated exclusively in the Supreme Court of the State of New York, County of Greene, or in the United States District Court for the Northern District of New York.

9) TRASH DISPOSAL -

- a) Cardboard boxes must be flattened, stacked and tied each night and placed in front of your booth for collection.
- b) Garbage and refuse must be bagged and tied each night and placed in front of your booth for collection.
- c) A trash collection fee of \$25 will be collected for each weekend.

10) ADDITIONAL FEE SCHEDULE -

- a) Ice will be available to food vendors at \$3.50 per 14 lb. bag to be paid when getting ice.
- b) Please leave your booth as you found it. A \$50 cleanup fee will be assessed if it is necessary for Hunter Mountain Ski Bowl to clean your booth area.
- c) Tables and chairs are not available for outside vendors. However, if used the following charges will be collected: Tables: 6'-\$20; 8'-\$22 Chairs: \$5. This will be strictly enforced.

11) SPACE FEE -

- a) A fee of \$150 must accompany application for space. This amount will be deducted on Sunday evening at time of settlement from your 20% Concessionaire fee owed on gross sales.
- b) There will be a minimum charge of \$100 for any cancellation of contract for any reason.
- c) No checks will be accepted after the deadline, only money orders or credit cards.

12) VEHICLES -

- a) All vehicles must be removed from the festival grounds one hour prior to gate opening.
- b) No vehicles will be permitted on the festival grounds for break-down until pedestrian traffic has ceased. Security will determine when vehicles may be brought onto the grounds to break down.
- c) NO VENDOR PARKING INSIDE THE GATE. NO EXCEPTIONS.

Authorized Signature _____

Date _____

SIGNATURE PAGE

This agreement made this _____ day of _____, 2019, between Hunter Mountain Ski Bowl, Inc., herein referred to as "Management" and _____, herein referred to as "Concessionaire" for food vending space for the Oktoberfest 4 Festival, to be held Saturday, October 19 and Sunday October 20, 2019.

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| FESTIVAL HOURS Saturday: 11:00am-6:15pm Sunday: 11:00am-5:15pm |
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Please read, sign and return this contract with payment to:
HUNTER MOUNTAIN SKI BOWL, INC..
PO Box 295, Hunter, NY 12442

518-263-4223 x 2278
FAX: 518-263-3704
Email: JSchmidt@HunterMtn.com

Authorized Signature (Concessionaire): _____ Title: _____ Date: _____

ACCEPTED BY: _____ Date: _____
Hunter Mountain Ski Bowl, Inc.