

# HOMECOMING

## IN ASSOCIATION WITH MUSICNOW

MAY 8-9, 2020 • SMALE PARK • CINCINNATI, OH

### HOMECOMING MUSIC FESTIVAL FOOD VENDOR APPLICATION

THE FOLLOWING APPLICATION IS TO RESERVE A FOOD SPACE FOR HOMECOMING MUSIC FESTIVAL, WHICH IS BEING HELD AT THE SMALE RIVERFRONT PARK AT 100 TED BERRY WAY, CINCINNATI, OH 45202 MAY 9-10, 2020. (THE "EVENT" OR "FESTIVAL")

COMPANY NAME: \_\_\_\_\_

BOOTH NAME (IF DIFFERENT THAN COMPANY): \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ ALTERNATE PHONE: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

EMAIL: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

TWITTER: \_\_\_\_\_

FACEBOOK: \_\_\_\_\_

INSTAGRAM: \_\_\_\_\_

Sending in an application does not guarantee acceptance; vendor will be notified if they are invited to participate at the Festival. Vendor can submit via email ([MGREER@SPECTRUMFCS.COM](mailto:MGREER@SPECTRUMFCS.COM)) or print/mail in completed applications to:

SPECTRUM EVENTS  
ATTN: Morgan Greer  
27328 Spectrum Way  
Oak Ridge North, TX 77385

DEADLINE: March 9<sup>th</sup>, 2020. ANY PAYMENTS MADE AFTER MARCH 8 WILL INCUR AN ADDITIONAL CHARGE OF 5% OF THE TOTAL OUTSTANDING BALANCE. ANY BOUNCED CHECKS WILL BE FINED \$50.

## SPACE RENTAL AGREEMENT

Please read carefully. This agreement will be enforced to ensure the best possible, profitable participation for all vendors. (The "Agreement" or "Contract")

### Space Rental Fees

The space rental fee for a food booth will be based on a commission of sales. With the exception of food trucks and carts, all vendors must rent the tents for their booth space from Spectrum. 10x10, 10x20, 20x20 tent rentals are available. Please see the Space Rental Breakdown for a breakdown of tent sizes and corresponding prices.

Sales will be closed out daily and commissions will be paid at the final settlement on May 11<sup>th</sup>, the Monday after the event. All vendors should meet at the designated meeting spot to check out nightly. Vendors will turn in their iPad and a written inventory of total product sold nightly. Final check out will be Monday, May 11<sup>th</sup> between 10am and 12pm; this meeting is mandatory. At the final check-out vendors will get back their cleaning deposit, credit sales, credit tips, and settle any outstanding payments due.

Price Includes: working lights, 42-inch-high booth front with serving counter, signage, tent set up and removal.

Not Included: flooring, tables, fire extinguishers, chairs.

### Security and Cleaning Deposit

Vendors' initial security deposit will be returned to them only after visual inspection and written release by Spectrum management. This must be done in person on May 11<sup>th</sup>, unless otherwise coordinated by Morgan Greer.

Reasons for Immediate FORFEITURE OF DEPOSIT:

- Incorrectly disposing of any oils or coals (must be taken off of the premises and disposed of safely by vendor).
- Not checking out with a Spectrum vendor coordinator nightly or the morning after the final show day.
- Driving on-site without an escort.
- Leaving litter and/or food debris in and around booth.
- Cancellation by vendor the day of or after being accepted to participate.
- Contaminating a recycling or composting bin or dumpster with landfill trash.
- Disposing of grey water anywhere other than a grey water tank.
- Theft or deception, whether through inventory manipulation, POS manipulation, or by selling products not approved by Spectrum.

These actions shall be considered a material breach in which case vendor will lose the right to their assigned space and will be escorted off the event site. The vendor may be subject to additional fees if the infractions total more than the entirety of the security and cleaning deposit.

### Hours of Operation

May 9-10: 12pm-11pm; Times are subject to change.

### Space Assignments

Spectrum has complete control of event diagrams and space assignment. Spectrum reserves the right to make modifications on event diagrams that are believed to be accurate but only warranted to be approximate. Spectrum reserves the right to assign space in such a manner as it deems appropriate.

### **Authorizing Agent**

All vendors will have an appointed agent or agents with full authority to represent the vendor in its business with Spectrum. This Agreement shall bind the respective parties and their representatives. Vendor may not assign its rights or delegate its duties without the prior written consent of Spectrum.

### **Assignment, Subletting of Event Space**

No vendor shall assign, sublet or share the event space allotted without the knowledge and written consent of Spectrum. No products, parts, accessories, or other goods, souvenirs, catalogs, etc. bearing names or other forms of advertising other than that of the vendor may be displayed. No firm or organization not assigned an event space will be permitted to solicit business within the event areas. No non-food merchandise is to be sold unless approved by both Spectrum and the Parties.

### **Load In & Load Out**

There will be a pre-event meeting for on-site vendors Thursday, May 7<sup>th</sup> at 2pm. The load in will be on Friday, May 8<sup>th</sup>, 2020, divided by time and location on site determined at a date closer to the show. Load out must be on Sunday, May 10<sup>th</sup>, 2020, immediately following the show.

No vehicle movement 2 hours before the show, during show, or until all patrons have left the concert premises.

### **Staff Credentials**

Each vendor will receive up to ten credentials per location for entry to the front of the house for working personnel. All working passes received are for legitimate working personnel only. Misuses, resale, or gifting is strictly prohibited and will be considered a material breach. Vendor will lose the right to their assigned space, will forfeit all deposits and fees, will be escorted off the site, and will be subject to a fine.

### **Support Vehicle Parking**

Please list the exact dimensions and details of support trucks and trailers on Space Rental Breakdown Page. The more specific the information provided, the more likely the vendor will be able to park in reasonable proximity to operations. All other vehicles must be parked outside of the venue. If the vendor does not provide accurate information, there will NOT be space provided for that vehicle. No space is guaranteed. No personal parking will be available.

### **Security**

General roving park security will be provided throughout the event site. Should the vendor require dedicated spot security, said security shall be subject to Festival and Spectrum approval and will be the vendor's responsibility.

### **Service Ware**

All service ware must be compostable. Any vendor found in violation of this requirement is subject to forfeiture of the entirety of the cleaning/security deposit.

### **Ordinances**

Fire regulations, health, and other applicable ordinances must be observed. It is solely the vendors' responsibility to comply with all applicable fire, health and other codes and ensure that they are observed. Vendor must also comply with all requirements imposed by Spectrum.

### **Health Permit**

Vendor must be in compliance with all state, city, and county health code provisions. Spectrum will obtain a blanket health permit; vendors may be required to pay a fee should the Health Department implement a fee. If you have an existing local health permit, please send a copy with the application.

### **Propane**

Vendors are required to abide by all fire safety laws set by the state, city and county fire departments. Vendors are responsible for having required fire extinguishers, tanks, and hoses. Spectrum will obtain a blanket propane/tent permit if possible; vendors may be required to pay a fee should the Fire Department or Buildings Department implement a fee.

### **Use of Space**

Spectrum reserves the right to restrict exhibits because of safety, noise, method of operation, materials, or for any exhibit that, in the opinion of Spectrum, may detract from the general character of the event as a whole. All equipment and heavy machinery must be cleared in advance with Spectrum staff. Spectrum reserves the right to prohibit any equipment that is deemed unsafe or appears unreasonable in Spectrum's judgment. Any demonstration or activity that causes annoyance to neighboring vendors such as flashing lights, noise, or result in the obstruction of walk space in the front or back of booth will not be permitted.

### **Signage**

Spectrum will provide tented vendors with name and menu signage. Food Trucks are responsible for their own signage. Tented vendors are required to use the signage provided to them to keep a uniform look amongst concessionaires. Spectrum reserves the right to prohibit the display of any article that is not keeping in the nature and character of the event. Vendors must submit a photo of the display area, cart, or booth intended for use during the event with this application.

### **Sale of Product**

Vendors are responsible for all cash transactions, sales tax, and personal cash needs. Only products on the application can be sold. Vendors cannot charge sales tax in addition to the listed menu item price.

Vendors are prohibited from altering menu items or prices throughout the duration of the event. Please ensure that all menu items are spelled correctly and listed on the application. The items listed on the application will be used to settle any disputes between Spectrum and Vendor regarding menu items and prices.

Vendor must continue to sell during the hours of operation. For every hour the vendor is not operating, whether it is a result of running out of food, an equipment issue, or failure to comply with local regulations, vendor will be charged the "expected sales" based on the hours of business transactions prior to closure.

### **POS Tablet Rental**

Spectrum will be renting tablets to vendors to use as their only points of sale. The tablets are equipped with an application to accept cash, credit and RFID to easily capture all sales records and enable vendors to accept all major credit cards. Only Spectrum tablets will be used and all vendors must record both cash and credit card transactions on the system. Not ringing in cash transactions will be considered a material breach, in which case vendor will lose the right

to their assigned space and will be escorted off the event site. The vendor may be subject to additional fees if the infractions total more than the entirety of the security and cleaning deposit.

Vendors must rent one tablets for every 5' of service space. Each tablet rental is \$50. Spectrum customer service employees will enter in the pre-approved menu into the application for all transactions. The tablet will be passed out before gates open. Should the vendor have any issues with the tablet, there will be a two-way radio at each vendor row that vendors can contact Spectrum for support. At nightly close out, vendors must turn in their tablets to secure and re-charge. Credit card sales will be paid back to vendors, minus the 3.5% processing fees, Monday, May 11<sup>th</sup>, during the final settlement.

Failure to turn in any associated parts to the tablets will result in the complete forfeiture of the security deposit and the cost for equipment replacement.

### Menu Conflicts

Spectrum makes no claims nor intends to offer any vendor exclusivity on any item. Spectrum will contract with vendors based on what is best for the event. Only items with the written consent of Spectrum can be sold.

### Meal Tickets

Each vendor must accept, without reimbursement, at least 5 meal tickets created by Spectrum, redeemable at any time during Festival operations. Meal tickets will have vendor name, Spectrum, and show logos.

### Beverages

A request to sell beverages other than pre-packaged drinks must be submitted in writing for approval to Spectrum. Vendors may not give away beverages as part of any offer to its customers. There will be a flat fee due for all homemade drinks.

Vendors wishing to sell pre-packaged water and soda may purchase bottled products from Spectrum at a price yet to be determined. The deadline to agree to participate in the beverage program is March 9<sup>th</sup>. (Please list your initial order of pre-package soda cases now; vendor can purchase more on site during allotted times) :

**REGULAR:**                      **DIET:**                      **LEMON-LIME:**                      **WATER:** \_\_\_\_\_

### Menu

List food & drink items to be sold EXACTLY as it should be printed.

**MENU ITEM:**                      **MENU DESCRIPTION: (Vegetarian, Vegan, Gluten Free, etc.)**                      **PRICE:**

---

**MENU ITEM:**                      **MENU DESCRIPTION:**                      **PRICE:**

---

**MENU ITEM:**                      **MENU DESCRIPTION:**                      **PRICE:**

---

**MENU ITEM:**                      **MENU DESCRIPTION:**                      **PRICE:**

---

**MENU ITEM:**                      **MENU DESCRIPTION:**                      **PRICE:**

MENU ITEM:	MENU DESCRIPTION:	PRICE:
------------	-------------------	--------

**Electrical**

Electrical power will be provided on site by generator power. It is vitally important that the vendor complete the electrical form completely and accurately as additional power will NOT be available after the show build begins. NO vendor will be hard wired in. If vendor pulls more power than advanced and a string is tripped more than 2 times, vendor will be fined \$500. In addition to the \$500 fine, the vendor may be charged an additional service fee by the power provider.

TYPE OF EQUIPMENT:	VOLTAGE:	AMPERAGE:
--------------------	----------	-----------

TYPE OF EQUIPMENT:	VOLTAGE:	AMPERAGE:
--------------------	----------	-----------

TYPE OF EQUIPMENT:	VOLTAGE:	AMPERAGE:
--------------------	----------	-----------

TYPE OF EQUIPMENT:	VOLTAGE:	AMPERAGE:
--------------------	----------	-----------

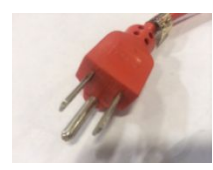
**THE FOLLOWING ARE THE ONLY AVAILABLE PLUGS ON-SITE:**



Nema #14-50R



Nema #21-30R



Nema #5-50R; normal plug

**Plugs available are as follows; please check the appropriate one for your operation.**

- \_\_\_ 50 amp RV. Nema # 14-50R, 3p 4w 125 /250 vac
- \_\_\_ 30 amp. Nema # L21-30r receptacle, 5 wire 120/208 vac
- \_\_\_ 20 amp. Nema # 5-20r

THE DEADLINE FOR ALL POWER REQUESTS IS MARCH 9TH. AFTER MARCH 9TH THE POWER COST WILL INCREASE BY 30%. AFTER APRIL 15<sup>TH</sup>, THE POWER COST WILL DOUBLE. NO ADDITIONAL POWER REQUESTS WILL BE HONORED AFTER APRIL 30<sup>TH</sup>.

**Liability**

Neither Spectrum, AC Entertainment, LLC, nor their respective contractors, directors, officers, managers, members,

employees, affiliates, licensees, designees, representatives, and corporate sponsors (collectively, the "Spectrum Indemnified Parties") will be responsible for any injury, loss or damage that may occur to the Vendor's employees, agents, contractors, representatives, or property from any cause whatsoever. It is the Vendor's responsibility to protect machinery, perishables, and exhibits so that no injury will result to the public visitors, guests, or persons, or property. If property does not appear to be properly maintained upon inspection by Spectrum, it will be promptly withdrawn from the event site. All property of Vendor, including foodstuffs and other perishables is understood to remain in Vendor's care, custody, and control in transit to, from, or within the confines of the event area subject to the Agreement. Vendor, on signing the Agreement, agrees to expressly release, hold, keep, save harmless and indemnify the Spectrum Indemnified Parties from all claims for such a loss, damage, or injury as well as from any and all third-party claims that result from the acts or omissions of Vendor.

### **Insurance**

Vendor must obtain, carry, and keep in full force and effect appropriate insurance, including but not limited to (a) general liability insurance with limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, (b) automobile liability coverage in the amount of \$1,000,000 for owned or non-owned vehicles, and (c) either (i) workers compensation coverage or, (ii) if it has no coverage, then (1) proof of any waiver required by applicable law by each employee of Vendor regarding the absence of workers compensation coverage and (2) Vendor hereby agrees to indemnify the Spectrum Indemnified Parties for all liability to the Spectrum Indemnified Parties arising from the absence of such coverage. All such insurance policies must be issued by a qualified A- VII or better carrier as rated by A.M. Best, Inc. and the Spectrum Indemnified Parties must be listed as additional insured on Vendor's general liability and automobile liability coverages. Vendor must provide Spectrum with certificates evidencing all such insurance no later than ten (10) days prior to the date of the Festival. Address for the COI is 27328 Spectrum Way, Oak Ridge North, TX 77385.

### **Force Majeure**

The Festival will be held at an outdoor venue, and therefore the holding of the Festival depends upon fair weather and appropriate governmental authorizations. Accordingly, Spectrum's obligations under this Agreement shall be excused by acts of God such as fires, storms, lightning, floods, confiscations or restraints of governmental (civil or military), strikes or labor disputes, civil disturbances, or any other cause (including the threat of any of the foregoing), that is not within the reasonable control of Spectrum or not otherwise due to any negligence or willful misconduct of Spectrum (each of the foregoing, a "Force Majeure Event"). In case of cancellation of the Festival or unavailability of space at the Festival sufficient for Vendor's purposes due to a Force Majeure Event prior to the Festival beginning, Vendor's sole remedy will be to receive a refund from Spectrum of all amounts paid by Vendor to Spectrum as of the date the decision to cancel the Festival is made or the date Spectrum notifies Vendor that space will not be available due to a Force Majeure Event (in either case, the "Determination Date"), in both cases less any expenses already incurred by Spectrum in preparation for the Festival allocable to the booth assigned to Vendor, which Spectrum agrees to pay to Vendor within ten (10) business days after the Determination Date. After the Festival has begun, any fees paid by or assessed against Vendor will not be reimbursed to Vendor and Vendor assumes the risk of such fees if the Festival should be cancelled due to a Force Majeure Event during the Festival.

### **Governing Law**

This agreement shall in all respects be governed by the law of the State of Texas

### **Rules and Regulations**

If Vendor does not follow the terms of this Agreement, as set by Spectrum, this Agreement may be terminated. In the event of a default by Vendor, Vendor shall forfeit as liquidated damages the amount paid by Vendor for the event space, regardless of whether or not Spectrum enters into a further lease for the event space involved.

SPACE RENTAL BREAK DOWN - HOMECOMING MUSIC FESTIVAL 2020

SECURITY CLEANING DEPOSIT \_\_\_\_\_ SPACE X \$500 / EACH = \_\_\_\_\_  
PROPANE PERMIT \_\_\_\_\_ SPACE X \$TBD / EACH = \_\_\_\_\_  
HEALTH PERMIT \_\_\_\_\_ SPACE X \$153 / EACH = \_\_\_\_\_  
10X10 TENT RENTAL \_\_\_\_\_ SPACE X \$250 / EACH = \_\_\_\_\_  
10X20 TENT RENTAL \_\_\_\_\_ SPACE X \$350 / EACH = \_\_\_\_\_  
20X20 TENT RENTAL \_\_\_\_\_ SPACE X \$450 / EACH = \_\_\_\_\_  
POS RENTAL (1 PER 5' OF FRONTAGE) \_\_\_\_\_ \$50 / EACH = \_\_\_\_\_  
HOMEMADE DRINK FLAT FEE \_\_\_\_\_ \$50/ EACH= \_\_\_\_\_  
COMMISSION PERCENTAGE \_\_\_\_\_ 35%

SELECT ELECTRICAL NEEDS

20AMP 110-120 VOLT \_\_\_\_\_ PLUG X \$150 / EACH = \_\_\_\_\_  
30AMP NEMA L21-30R \_\_\_\_\_ PLUG X \$400 / EACH = \_\_\_\_\_  
50AMP NEMA 14-50R \_\_\_\_\_ PLUG X \$500 / EACH = \_\_\_\_\_

TOTAL DUE: \_\_\_\_\_

WILL YOU BE USING PROPANE? \_\_\_\_\_ HOW MANY CONNECTIONS WILL YOU HAVE? \_\_\_\_\_  
ARE YOU OPERATING OUT OF A FOOD TRUCK? \_\_\_\_\_ IF YES, WHAT IS THE LENGTH OF THE FOOD TRUCK? \_\_\_\_\_  
IF YES, WHAT SIDE IS THE SERVICE WINDOW ON? \_\_\_\_\_

NUMBER OF WRISTBAND CREDENTIALS REQUIRED: \_\_\_\_\_

WRITE ANY BACK OF HOUSE SPACE REQUIRED AND ADDITIONAL NOTES/REQUESTS (PLEASE INCLUDE TRUCKS AND SIZES):

\_\_\_\_\_

PLEASE INCLUDE TWO PAST SHOW EXPERIENCE:

REFERENCE NAME 1: \_\_\_\_\_ PHONE 1: \_\_\_\_\_ SHOW 1: \_\_\_\_\_

REFERENCE NAME 2: \_\_\_\_\_ PHONE 2: \_\_\_\_\_ SHOW 2: \_\_\_\_\_

\_\_\_\_\_

PLEASE INCLUDE THE FOLLOWING IN YOUR SUBMISSION: RESTAURANT/CHEF BIO, CHEF HEADSHOT, RESTAURANT LOGO, AND FOOD PIC.

SIGNED AND AGREED UPON:

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

COMPANY/RESTAURANT: \_\_\_\_\_ DATE: \_\_\_\_\_

DEADLINE: MARCH 9<sup>TH</sup>, 2020. Submitting and application does not guarantee acceptance. Upon written approval by Spectrum, vendor will have one week to submit all deposits and payments via cashiers check, money order, PayPal, or credit card. Please mail in cashiers checks or money orders to Spectrum Events, Attn: Morgan Greer, 27328 Spectrum Way, Oak Ridge North, TX 77385. If you selected to pay via PayPal an invoice will be emailed to the email address listed on the application.