



VENDOR AGREEMENT PACKET

COMPLETE CONTRACT ONLINE at www.BoomSquadInc.com

or PRINT AND MAIL TO:

Boom Squad, Inc.
ATTN: BoomFest Carnival
P.O. Box 3902
Evansville, IN 47737-3902

Or EMAIL Completed Packet to
director@BoomSquadInc.com

CONTRACT DEADLINE: MAY 12, 2019

FOR MORE INFORMATION CALL (812) 760-6174

IMPORTANT....PLEASE READ: Pursuant to local Ordinance, all vendor food booths must pass Fire Department and Health Department inspection prior to selling food. Fire Marshalls and Health Department Officials will be on site for vendor food booth inspection on Friday June 7th and Tuesday June 11th. All vendors will be permitted to set up anytime Friday, June 7th thru Tuesday, June 11th.

If any food vendor is unable to set up on the dates specified, the vendor will be permitted to set up on any day thereafter. However, required inspections will depend on the availability of the Fire Marshall and the Health Department. The Inspectors may not be on site and readily available until after 5 p.m. on dates during the dates the Carnival is in operation and food can only be sold after your booth passes inspections.

OFFICIAL CARNIVAL OPERATING HOURS are 4 p.m. to 10:00 p.m. daily on Tuesday, June 11th thru Saturday, June 15th. However, any vendor may begin selling immediately after passing inspections.

BOOMFEST 2019

END OF SCHOOL YEAR CARNIVAL

June 11 – June 15, 2019

VENDOR CONTRACT

Services, Space Information, Fees – Each space rental includes a 10' x 10' plot. Area trash containers will also be provided. *(On a limited basis, one 2' x 8' table and 2 chairs are available if needed).*

- A. **Food Vendors - \$100.00.** Individuals, businesses, or organizations whose booth will engage in the sale of food of any sort.
- B. **Pop-Up Shops - \$50.00.** Individuals, businesses, or organizations whose booth will not engage in the sale of food of any sort.
- C. **Non-Food Vendors - \$25.00.** Individuals, businesses, or organizations whose booth will distribute promotional materials.

Services and fees are applicable to all Vendors in the appropriate category regardless of days of operation. **Electricity is available for an addition \$25.00 fee. ELECTRICAL SERVICE FEE MUST BE INCLUDED WITH CONTRACT! ALL EXTENSION CORDS MUST BE 16 GAUGE OR HEAVIER! ALL ELECTRICAL CONNECTIONS MUST INCLUDE POWER SURGE PROTECTION! ALL BOOTHS MUST BE EQUIPED WITH ONE (1) 2 A-10 BC RATED FIRE EXTINGUISHER! BOOTHS USING DEEP FRYERS MUST BE EQUIPED WITH AND ADDITIONAL K-CLASS FIRE EXTINGUISHER!**

Official Carnival Operating Hours – Tuesday, June 11th thru Saturday, June 15th, 2019 from 5 – 10 p.m.

Set-up Hours – Vendors may set-up booths during Friday, June 7, 2019 - Saturday, June 15, 2019 from 8 a.m. – 5 p.m.

Vendors – BoomFest: End of School Year Carnival will be held at the Stanley Hall Building-Home of Boom Squad, Inc., 800 S. Evans Ave. Ground stakes, sand bags, water barrels and other weights used to secure tents and canopies are permitted. Vendors shall provide sufficient weights to secure Vendor Booths.

Prohibited Articles – Gasoline, kerosene, acetylene, flammable substances, explosive substances or excessively noisy displays are strictly prohibited.

Registration – The Carnival Committee will maintain a clearly identified information booth in the vendor area. Vendors should check-in upon arrival.

Food Booths – Food vendors are required to comply with the Evansville Fire Department “Requirements for Concession Stands” and the Vanderburgh County Health Department “Temporary Food Service Requirements”. *(See attachments)*. All food booth operators must complete the “Vendor Item(s) to be sold” section of this Contract. This list must be approved by the Carnival Committee prior to food distribution.

Exclusive Food Items that cannot be sold by Vendors – Because of Exclusive Contractual Agreements with Carnival Promoters, Vendors are prohibited from selling Funnel Cakes, Cotton Candy, Corn Dogs, Italian Sausage, Lemon Shake-ups, and Candy Apples. These food items will be sold by the Carnival Promoters thru Independent Contractors.

Dismantling – Venders should have all booths and booth items removed from location by noon on Sunday, June 16, 2019.

Subletting – Booth locations shall not be sublet. Any unauthorized subletting will result in immediate removal from the premises.

Liability – Vendor shall make provisions for the safeguarding of personal property (*including but not limited to*), materials, equipment, and display items. General security service will be provided by the Carnival Committee for the Carnival. However, security service will not be responsible for loss of material by theft or for any cause. The vendor must surrender space occupied by them in the same condition as it was at the time of occupation.

The vendor is responsible for all damage to the occupied area of the Stanley Hall Building-Home of Boom Squad, Inc. and the Evansville-Vanderburgh Public Library for any claim or demands on account of injury, death, or damage to property occurring in or upon the Vendor's booth space or because of the acts of the Vendor, the Vendor's employees, servants, agents, licenses or contractors. The Vendor agrees to indemnify and hold harmless the managing entities and subordinate entities of Boom Squad, Inc. and the Evansville-Vanderburgh Public Library against any and all liability and claims and demands which may arise from or asserted in connection with the foregoing undertaking and responsibility of the Vendor. The Vendor further agrees to indemnify and hold harmless the managing entities and the subordinate entities of Boom Squad, Inc., and the Evansville-Vanderburgh Public Library, its service contractors, and the management of the Carnival, their agents, servants, contractors, and employees except for claims for damages or injuries caused by or resulting from negligence of these entities.

Security – Daily security will be provided on the grounds of the Stanley Hall Building-Home of Boom Squad, Inc. Vendor shall provide reasonable security for their personal property.

Vendor Acknowledgement – Vendor acknowledges and assumes the responsibility for obtaining insurance in such amounts as deemed appropriate to comply with obligations herein and for their own protection.

Articles Subject to Search – Any article brought onto or removed from the premises is subject to search by Security.



BOOMFEST 2019 VENDOR AGREEMENT

I have read the entire BoomFest 2019 Vendor Agreement Packet and Attachments and agree with the same. I further understand that my signature is a binding Acknowledgement to the provisions contained herein.

Name (*Business/Organization/Individual*): _____

Address _____

Email _____

Business Phone Number _____ Business Fax _____

____ Food Vendor (\$100.00) ____ Pop-Up Shops (\$50.00) ____ Non-Food Vendor (\$25.00)

____ Electricity Needed (\$25.00) ____ No (no cost)

\$25.00 ELECTRICAL SERVICE FEE MUST BE INCLUDED WITH CONTRACT! ALL ELECTRICAL CONNECTIONS MUST INCLUDE POWER SURGE PROTECTION! ALL BOOTHS MUST BE EQUIPED WITH ONE (1) 2 A-10 BC RATED FIRE EXTINGUISHER! BOOTHS USING DEEP FRYERS MUST BE EQUIPED WITH AN ADDITIONAL K-CLASS FIRE EXTINGUISHER!

Payment Amount = _____

Authorized Agent (*Printed Name*): _____

Authorized Agent (*Signature*): _____

Authorized Agent Phone Number: _____

Authorized Agent Email: _____

Date: _____

Vendor Item(s) to be sold: _____

Special Requests: _____

EVANSVILLE FIRE DEPARTMENT
Inspection Division
550 SE Eighth Street
Evansville, IN 47713-1786
Phone (812) 435-6235 or Fax (812) 435-6248

“REQUIREMENTS FOR CONCESSION STANDS”

CONCESSION STANDS SHALL COMPLY WITH THE FOLLOWING:

1. All electrical equipment and installations shall comply with the Indiana Electrical Code.
2. All Booths shall provide a minimum of one 2 A-10 BC rated fire extinguisher maintained to Indiana Code. All fire extinguishers shall be serviced every year by a qualified extinguisher contractor (*listed in the yellow pages of the phone book under Fire Extinguishers*). All fire extinguishers must be tagged with current inspection date.
3. Booths utilizing a deep fat fryer shall provide an additional fire extinguisher. A minimum of One K-Class fire extinguisher maintained to Indiana Code shall be provided where deep fat fryers are in use. All fire extinguishers shall be serviced every year by a qualified extinguisher contractor (*listed in the yellow pages of the phone book under Fire Extinguishers*). All fire extinguishers must be tagged with current inspection date.
4. Fire extinguishers shall be located where they will be readily accessible and immediately available in the event of fire. **(NOT UNDER DEEP FRYERS OR HIDDEN UNDER JACKETS, TOWELS, ETC.)**
5. Temporary booths utilized for cooking food shall be located such that at least ten (10) feet of clearance exists on two (2) sides for the use of fire equipment or other emergency vehicles, and shall not be located within ten (10) feet of amusement rides or devices.
6. LP Gas containers shall be installed and maintained in accordance with NFPA 58 “Storage and Handling of Liquefied Petroleum Gasses” and the Indiana Fire Prevention Code.
7. LP Gas containers, Co2 Helium and any other compressed gasses shall be secured in a safe manner. **(FREE STANDING TANKS SHALL BE SECURED WITH CHAIN OR RATCHET STRAP SO CYLINDERS ARE TIGHTLY SECURED TO BOOTH. NO BUNGEE STRAPS.)**
8. When exposed to probable vehicular damage due to proximity to alleys, driveways or parking areas, LP Gas containers, regulators and piping shall be suitably protected.
9. **BOOTHS WILL BE INSPECTED BEFORE OPENING BY THE EVANSVILLE FIRE DEPARTMENT INSPECTION DIVISION. THOSE BOOTHS FOUND TO BE IN VIOLATION WILL NOT BE ALLOWED TO OPEN UNTIL SAID VIOLATIONS ARE RECTIFIED. NO EXCEPTIONS!!**
10. Additional fire safety requirements may be imposed based upon the specific circumstances at time of inspection. Inquires about fire code information may be made to the Evansville Fire Department Inspection Division at (812) 435-6235 or Fax (812) 435-6248.