



Concessionaire Exhibitor Application

2024 Festival July 26-28, 2024

Phone: 1-304-233-1090
 Fax: 1-304-233-1092
 Web: www.italyfest.org
 Email: italyfest@comcast.net

1200 Market Street
 Suite 3
 Wheeling, West Virginia 26003

Company Name: _____ Contact Person: _____
 Business Address: _____ City: _____ State: _____ Zip: _____
 Business Phone: _____ Home Phone: _____ Fax: _____ E-Mail: _____

Please list all items that you intend to sell. Any items not listed will not be permitted for sale.

Please include any information concerning your menu and/or business. If more space is needed- attach additional sheets.

Type of Product or Service: _____

Type of Soda Being Sold (Circle All That Apply): Pepsi Coke Other Fountain 20 oz. Bottle 12 oz. Cans

Please specify (Circle What Applies) Tent Trailer Commercial Institutional Booth

Commercial: This space is for those concessionaires/exhibitors that are involved in sales of products or services of any type. All pricing is for the entire festival. 110 volt electrical service is included in the price. 220-50 amp electrical service is available at additional cost. **Absolutely, only 50 amps per booth will be permitted and strictly enforced.** See rules and regulations for further clarification regarding water and electrical service. Off-street refrigerated truck electrical service is available. Please include awnings and necessary on-street storage in calculating the total square footage you will need. 10'x10' booths may be rented. No booth is to exceed 12 feet from the curb in order to comply with fire regulations. Please check the festival office if this creates a problem. **It is mandatory that all food booths have a hook-up.**

Arts and Crafts / Non-Profit: A limited amount of booth space will be reserved for displays by non-profit organizations such as colleges, hospitals, service clubs, etc. This rate also applies to any arts and crafts concessionaires. All pricing is for the entire festival. 110 volt electrical service is included in the price. Please include awnings and necessary on-street storage in calculating the total square footage you will need. 10'x10' booths may be rented. No booth is to exceed 12 feet from the curb in order to comply with fire regulations.

Commercial

Minimum Fee- (10 ft X 10 ft = 100 sq. ft.) = \$ 850.00
 Actual Size of Entire Set-Up- _____ ft. x _____ ft.
 Additional Footage (\$7.00 per sq. ft.)—> _____ sq. ft. x \$7.00= \$ _____
 Tent Rental- _____ x \$150.00= \$ _____
 220-50 amp Electrical Service- _____ x \$48.00= \$ _____
 Water Fee- _____ x \$35.00= \$ _____
 Sewer Fee _____ x \$25.00= \$ _____
 Refrigerated Truck Hook-Up Service- _____ x \$50.00= \$ _____
TOTAL COST = (A) \$ _____
DEPOSIT TOTAL (25% of Total Cost) = (B) \$ _____
DISCOUNT (IF PAID IN FULL BY JAN.1) (10% of Total Cost) = (C) \$ _____
BALANCE DUE (A) minus (B) minus (C) = NET \$ _____

Art and Crafts / Non-Profit

Minimum Fee- (10 ft X 10 ft = 100 sq. ft.) = \$ 375.00
 Actual Size of Entire Set-Up- _____ ft. x _____ ft.
 Additional Footage (\$3.00 per sq. ft.)—> _____ sq. ft. x \$3.00= \$ _____
 Tent Rental- _____ x \$150.00= \$ _____
TOTAL COST = (A) \$ _____
DEPOSIT TOTAL (25% of Total Cost) = (B) \$ _____
DISCOUNT (IF PAID IN FULL BY JAN.1) (10% of Total Cost) = (C) \$ _____
BALANCE DUE (A) minus (B) minus (C) = NET \$ _____

*NOTICE: The Upper Ohio Valley Italian Foundation, Inc. does not guarantee that your preference for a location on festival grounds will be assigned to you next year. The committee will make every effort to accommodate your location request, but the festival layout will be designed in the best interest of the overall festival according to discretion of the Upper Ohio Valley Italian Foundation, Inc. The Foundation reserves the right to limit and/or restrict the types of food, beverages, and merchandise that are sold by vendors during the festival. The Foundation also reserved the right to cancel this contract with a full refund of your deposit up to sixty (60) days prior to the first day of the festival.

A Deposit of 25% MUST accompany this contract.

All balances are due IN FULL on or before July 1 of each year.

10% discount on total IF paid IN FULL by January 1.

20% late fee will be assessed after July 1 on the cost of the total amount of square footage.

Cashier's check or money orders will be the only two forms of payment that will be accepted after July 1. NO EXCEPTIONS.

\$25.00 charge on all returned checks.



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Vendor Rules / Regulations

Festival Hours: Friday and Saturday - 11 A.M. – 11 P.M. Sunday - 12 P.M. - 6 P.M.

EACH EXHIBITOR is required to keep at least one attendant at his or her booth during festival hours.

PAYMENT-CANCELLATION OF DISPLAY SPACE: A deposit of 25% of the total cost of the exhibit space must accompany the returned contract. All space must be paid in full by July 1st. Space not paid for by this date will be subject to cancellation and resale by the Festival Committee. Space reserved within last 30 days of the opening date must be paid for in full at the time application is made. Only cashier's checks or money orders will be accepted after July 1st.

Display space may be cancelled up to May 1st without penalty; however, a cancellation charge equal to one half the price of the space will be made for space cancellation after May 1st and a cancellation charge equal to the full price of the space if cancelled within thirty (30) days of the opening date of the festival.

THE LIMIT of claim for damage and/or compensation shall not exceed the amount paid by the exhibitor to the Upper Ohio Valley Italian Festival.

DEFAULT OF OCCUPANCY: Any exhibitor failing to occupy space contracted for is obligated to pay the full rental cost of such space.

In the event the exhibitor fails to install his display within the time limit set for the opening of the festival, or fails to pay the space rental at the time specified, or fails to comply with any provisions concerning his use of display space, the Festival Committee shall have the right to take possession of said space and resell same, or any part thereof.

SUBLETTING OF SPACE: The exhibitor agrees not to assign, sublet, or apportion space, or any part thereof allotted to him. No exhibitor will be permitted to display his products or services outside the confines of his assigned booth space in the festival area.

INSTALLATION AND DISMANTLING: Periods in which installation and dismantling of exhibits may begin and may be completed shall be as follows:

INSTALLATION: Concessionaires and exhibitors may begin setting up at 1:00 p.m. on Thursday and must be ready for occupancy no later than 9:00 a.m. on Friday.

DISMANTLING: Dismantling is only permitted immediately after festival closing. The Festival Committee reserves the right, with no liability whatsoever for damage, spoilage, or loss, to dismantle, dispose of, store and clear from the premises any display materials, goods, property, or merchandise of an exhibitor who has failed to comply with the above requirement, or to order such work to be done at the sole expense of the exhibitor. No vehicles will be permitted in the festival area until after 7:00 p.m. on the day of closing. This will be strictly enforced.

WATER AND ELECTRICAL: The City of Wheeling will provide water/sewer service. Concessionaires are responsible for running their own hose to each outlet. Concessionaires using an excessive amount of water should notify the Festival Committee so that arrangements can be made to locate the booth near a catch basin. Drain hoses are the responsibility of the leasee. It is mandatory that all food booths have a water/sewer hook-up. Cooking oil must be put in the containers that are provided. No cooking oil is to be disposed of in the drains.

220 VOLTS – 50 AMP SERVICE: Concessionaires requiring 220 volt – 50 amp service must have a 3-prong male plug for their wiring. **The Festival Committee will provide only ONE (1) female plug. Leasee must break-down this service for distribution within the confines of the booth. 110 volt – 20 amp service is not included with the booths requesting 220 volt – 20 amp service.** The Committee will provide all other booths with two (2) 110 volt – 20 amp service at no charge. The concessionaires must use a grounded male plug for connections.

SAFETY, FIRE, HEALTH AND APPLICABLE LAWS: The exhibitor shall assume all responsibility for compliance with local, city, state and federal safety, fire, health and other ordinances and laws regarding installation of and operation of equipment, displays and exhibit materials.

NO GIVE-AWAYS PERMITTED.

NOISE: Exhibits which include the operation of musical instruments, radios, sound motion picture equipment, public address systems or any other noise-making machine must be operated so that the noise resulting there from will not annoy or disturb adjacent exhibitors and their patrons.

OPERATING RESTRICTIONS: No firm or organization not assigned space will be permitted to solicit business within the festival area. This includes flyers.

The festival committee reserves the right to restrict displays which, because of noise, methods of operation, materials or for any reason, become objectionable and to prohibit or remove any displays which, in the opinion of the Festival Committee, detracts from the general character of the festival.

The serving or distribution of alcoholic beverages by concessionaires in any part of the festival area is forbidden.

Flyers not permitted outside the marked area of booth space.

LIABILITY AND INSURANCE: Every reasonable precaution will be taken by the Festival Committee to protect property during installation, festival period and removal. However, neither the Festival Committee, service contractors, notary offices, staff members or directors of any of the same, are responsible for the safety of the property of exhibitors from theft or damage by fire, accident, vandalism or other cause.

Guards employed by the Festival Committee are on duty day and night; however, the management cannot be held responsible for the exhibitor's property, whether located at his exhibit or anywhere else inside or outside festival area. Small and especially valuable materials should be safely packed away by the exhibitor during the hours when his exhibit is not manned.

If the exhibitor feels that he needs additional protection to cover the hazards involved in the preceding paragraph, then he should take out his own insurance.

All property of the exhibitor will remain under his custody and control in transit to, from, and within the confines of the festival area subject to the rules and regulations of the event. Exhibitors must carry appropriate insurance to cover display materials against injury to persons and property to others.

By the execution of this agreement, the concessionaire agrees to hold harmless the festival from any claims arising out of the physical operations and product related exposure of their booth.

Be further advised that all vendors are required to carry bodily injury protection to cover their premises and product related exposures in the amount of \$300,000. **No vendor will be permitted to set up without evidence of insurance.**

AGREEMENT: By signing the contract, the exhibitor agrees to abide by these rules and regulations and the decision of the Festival Foundation.

GENERAL: All matters and questions not covered by this Agreement, and interpretations of the Agreement, are subject to the decision of the Festival Committee. All amendments, additions, or interpretations that may be so made shall be as equally binding on all parties as the original agreement.

PERMITS: All vendors must purchase a Business License from the City of Wheeling. Food vendors must also have a food service permit from the Ohio County Health Department. You will not be permitted to open your business until these permits are purchased and displayed. (Forms included)

PRICES: Food prices must be displayed!

Signature & date signed