

## SALAMANCA AREA CHAMBER OF COMMERCE (SACC)

### Food Concession Rules & Regulations

This agreement is by and between the Salamanca Area Chamber of Commerce (SACC) and food vendors participating in the Festival. These rules and regulations govern all concessions at the Festival and must be followed.

1. Only food concessions that have an approved application on file with the SACC and who have paid the required fee can participate in the Festival. The food concession application, along with the required fee made payable to the SACC, must be received no later than September 18, 2009. **NO EXCEPTIONS, PLEASE!** In addition, the vendor agrees to pay a \$35 service fee to the SACC for checks returned due to “non-sufficient funds.”
2. The fee for a single space (20'x 20') at the Festival is \$175 for the 2+ day event. Double spaces are available for an additional \$175. Spaces are assigned to all vendors at the sole discretion of the SACC. The SACC reserves the right to reject any request for space for any reason. Concessions will stay in their assigned booth space until the conclusion of the Festival.
3. The food vendor must contact the Cattaraugus County Department of Health in order to obtain a permit to sell food items in Cattaraugus County. This permit must be posted in plain view during the Festival. **If you are a native-owned concession, you must contact the Seneca Nation of Indians Health Department.**
4. Consideration will be made on a first come, first serve basis to avoid substantial duplication of items sold. Check or money order will be returned to any food concession not selected. **Once a food concession has paid and been selected, there can be no changes to food items sold at the Festival, without first gaining permission from the SACC. If you sell items at the Festival that have not been approved on your application, you will be asked to discontinue selling those items.**
5. This is an outdoor festival where you are being provided a space to set up your concession. Food vendors are responsible for bringing their own tables, tents, shelters, extension cords, etc. There are limited electric sites available. Applications must clearly state your electric requirements. If you have special needs, please let us know.
6. All concessions understand that they are responsible for keeping the grounds around their area neat, clean and free of litter. Vendors are responsible for their own trash disposal, which includes large boxes, packing material, signage, etc.
7. Concessions are responsible for compliance with all laws, rules and regulations applicable to the conduct of the promotional activities, including compliance with federal, state and local safety laws.
8. The SACC reserves the right to restrict or prohibit the display or sale of any article that, in the opinion of the SACC, is not keeping with the nature and character of the Festival or is otherwise offensive to the general public. The SACC has the right to terminate the vendor's participation in the Festival and to remove the concession, and his/her property, from the premises.

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9. Vendors will not sell taxable merchandise or services at the Festival unless the vendor is registered with the New York Tax Department. If the vendor intends to sell taxable merchandise or services at the Festival, the vendor must clearly display a validated NY Certificate of Authority (DTF-17).
10. The vendor agrees to comply with the Festival set-up schedule to be provided by the SACC. Specific requests for set-up times and other set-up coordination matters should be made by calling Jenny Ingrao, Events Specialist, at the SACC, 716-945-2034, no later than September 1, 2010.
11. The vendor understands that the hours of the Festival are:

<b>Friday, October 1</b>	<b>5:00pm-9:00pm</b>
<b>Saturday, October 2</b>	<b>11:00am-9:00pm</b>
<b>Sunday, October 3</b>	<b>11:00am-5:00pm</b>

**Early departures by vendors from the Festival will not be permitted.** The vendor agrees to continually oversee their booth at all times and to maintain its display until the conclusion of the Festival on Sunday, October 3 at 5:00pm.
12. The SACC reserves all rights of cancellation and disqualification of vendors without refund. **No refunds will be given for any reason, including weather.**
13. In the event that the vendor desires to broadcast, rebroadcast, or otherwise perform musical works subject to copyright protection, the vendor is solely responsible for negotiation and payment of all required licensing fees. All such performances shall be made as to not distract from the official entertainment provided by the SACC.
14. The vendor agrees to indemnify and save the SACC, the City of Salamanca, and any agent of the Festival harmless from liability, loss, cost, injury, damage or other expense whatsoever that may occur or be claimed by or with respect to any persons or property on or about the exhibition location.
15. The vendor agrees to obtain and maintain in force, throughout the term of the Festival, comprehensive general liability insurance against any loss, liability, or damage on about or relating to the Festival location with limits of not less than \$300,000. all such insurance shall name both the SACC and the concession as the insured parties therein and shall be obtained from a reputable and financially sound insurance company reasonably acceptable to the SACC. The vendor shall furnish the SACC with a certificate of such insurance and a certificate confirming the vendor's workers compensation insurance coverage, together with written evidence that the premiums for such insurance have been paid prior to the commence of the Festival.

**If you have any questions, please call Jenny Ingrao, Events Specialist, at the Salamanca Area Chamber of Commerce, 716-945-2034.**