

The 28th Annual
MILFORD PUMPKIN FESTIVAL
OCTOBER 6TH THROUGH 8TH, 2017
CELEBRATING 28 YEARS!

Dear Food Vendor:

Attached please find information on food product vending for the Milford Pumpkin Festival, located in and around historic downtown Milford NH, also known as "the Oval." 2017 will mark the festival's 28th year. In 2016, festival attendance was a record breaking 45,000 over the 3 day weekend! We look forward to having you join us.

Some information about the food booth locations: food vendor booth spaces are available on **Middle Street, Emerson Park and the Oval**, in the center of all festival activities. Most streets in the festival area are closed to vehicular traffic during festival hours.

The Festival tries to accommodate all space requests but we do not guarantee a specific space and we reserve the right to change yearly the location of vendors. **PLEASE NOTE that vendors *MUST* arrive at their designated drop off and set up times.** Late arrivals throw our time schedule and other vendors off, as these time slots are set up in an effort to keep drop off and set up less congestion to a minimum. Without prior **written** permission from the Pumpkin Festival Director, while we will try our best, we cannot guarantee that we will be able accommodate late arrivals, and you may have to set up the following day. Vendors ***MUST*** also be ***present and be ready for inspection*** by the Town of Milford Health and Fire Department **at their designated time.** Please see the attached memo from the Milford Fire and Health Department. **If you are not inspected, you will NOT be permitted to sell food until you have been. It is also solely the food vendor's responsibility to pass inspection.**



Middle Street, location of food vendors.

You will be sent your vendor packet that will include your location, set-up and inspection times via email approximately two weeks before the Pumpkin Festival. Upon Check-in at the festival, you will receive your booth # and parking pass.

Please fill out all attached pages (application and contract) and return to the Milford Pumpkin Festival/MIT office with your check/credit card info and proof of liability insurance. Your application cannot be processed without their submission. We are looking forward to another terrific festival this year! Please note our booth pricing is the same as it has been the past few years.

Sincerely,

Wendy Hunt

Wendy Hunt, Executive Director,

Milford Improvement Team and the Milford Pumpkin Festival

Milford Pumpkin Festival c/o The Milford Improvement Team, PO Box 551, Milford, NH 03055
P: 603-249-0676, Email:director@milfordimprovementteam.org, website:www.milfordpumpkinfestival.org

2017 MILFORD PUMPKIN FESTIVAL FOOD VENDOR APPLICATION

Reservations are on a first come, first serve basis with payment due in full at time of reservation. Space is limited and we recommend you return your reservation form, payment and certificate of insurance to us ASAP to reserve your space.

Dates and Times*: <small>*times may be subject to change</small>	Friday, October 6 from 5 p.m. - 9 p.m. Saturday, October 7 from 10 a.m. – 9 p.m. Sunday, October 8 from 10 a.m. - 3 p.m. Rain or Shine		
Food Vendor Booth Space Pricing			
<p style="text-align: center;">Upper Middle Street</p> <p>10x20' space, \$650 _____</p> <p>(1) 20 amp circuit incl.*</p> <p>+Additional services \$25 ea. _____*</p> <p>+Hardwired to panel \$50 _____**</p> <p>TOTAL \$ _____</p> <p style="text-align: center;"><i>Must operate Friday night, Saturday & Sunday</i></p> <p><i>*Limited spaces available on first-come, first serve basis.</i></p> <p><i>**If hardwired, vendor must provide all electrical parts to connect to festival's electrical services. 30 amp max.</i></p>	<p style="text-align: center;">Upper Middle Street</p> <p>10x10' space, \$530 _____</p> <p>(1) 20 amp circuit Incl.*</p> <p>+Additional services \$25 ea. _____*</p> <p>+Hardwired to panel \$50 _____**</p> <p>TOTAL \$ _____</p> <p style="text-align: center;"><i>Must operate Friday night, Saturday & Sunday</i></p> <p><i>*Limited spaces available on first-come, first serve basis.</i></p> <p><i>**If hardwired, vendor must provide all electrical parts to connect to festival's electrical services. 30 amp max.</i></p>	<p style="text-align: center;">Lower Middle Street, Emerson Park or Oval with Power*</p> <p>10x20' space (1) 20 amp circuit Incl.</p> <p>Sat & Sunday \$525 _____</p> <p>+Fri night , add \$75 _____</p> <p>+Additional services \$25 ea. _____*</p> <p>+Hardwired to panel \$50 _____**</p> <p>TOTAL \$ _____</p> <p style="text-align: center;">Lower Middle Street, Emerson Park or Oval with Power* 10 BY 10'</p> <p>Sat & Sunday \$375 _____</p> <p>+Fri night, add \$75 _____</p> <p>(1)20 amp circuit incl*</p> <p>+Add'tl svc \$25ea _____*</p> <p>+Hardwired to panel \$50**</p> <p>____ Total: _____</p>	<p style="text-align: center;">Lower Middle Street, Oval, or Emerson Park <u>without power</u></p> <p>10x20' space</p> <p>Sat& Sunday \$475 _____</p> <p>+Fri night , add \$75 _____</p> <p>TOTAL \$ _____</p> <p style="text-align: center;"><u>10 BY 10' space</u></p> <p>Sat& Sunday \$300 _____</p> <p>+Fri night, add \$75 _____</p> <p>TOTAL \$ _____</p>

Milford Pumpkin Festival c/o The Milford Improvement Team, PO Box 551, Milford, NH 03055
 P: 603-249-0676, Email:director@milfordimprovementteam.org, website:www.milfordpumpkinfestival.org

Name:			
Business name:			
Address:			
Town:		State:	
		Zip:	
Phone:		* Email:	
MUST List <i>all</i> items to be sold:			
Electrical requirements: <i>*Festival Provides (1) 20 amp circuit. Additional circuits \$25 each. Hardwiring to panel \$50.</i>	<u>Quantity</u>	<u>Electrical</u>	<u>Appliances</u>
	1.		
	2.		
	3.		
	4.		
Make checks payable to Milford Pumpkin Festival I would like to pay by credit card (MC/Visa/Discover): _____ Expiration: ___/___/___ 3 Digit Security# _____		Booth Fee _____ Electrical \$ _____ Total \$ _____ Name on Card: _____ Card Billing Address: _____ Town: _____ Zip _____ Signature: _____	

*** Liability insurance certificate enclosed. In order to participate in the Milford Pumpkin Festival you are required to provide a certificate of liability insurance showing off-site coverage with a limit of not less than \$1,000,000.**

Milford Pumpkin Festival c/o The Milford Improvement Team, PO Box 551, Milford, NH 03055
 P: 603-249-0676, Email:director@milfordimprovementteam.org, website:www.milfordpumpkinfestival.org

Milford Pumpkin Festival 2017
Milford, NH
Food Vendor Contract

By signing this contract for the Milford Pumpkin Festival, the undersigned Pumpkin Festival Vendor (herein referred to as Vendor) agrees to be bound by each and every of the terms set forth herein and the terms and representations set forth in the Pumpkin Festival Application, which is incorporated herein by reference as though fully set forth. If the Vendor violates any term of this agreement, The Milford Improvement Team (MIT) and/or the authorized agents of MIT may within their sole discretion and at any time (1) terminate this agreement (2) require Vendor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises, and (3) forfeit any and all fees paid to MIT for the right and privilege of participating in the Pumpkin Festival. This agreement represents the entire agreement between MIT and the Vendor and may not be amended without the mutual consent of both parties set forth in writing and signed by authorized representatives of MIT and the Vendor.

- 1. ASSIGNED DROP OFF AND SET UP TIMES: PLEASE NOTE that vendors *MUST* arrive at their designated drop off and set up times.** Late arrivals throw our time schedule and other vendors off, as these time slots are set up in an effort to keep drop off and set up less congestion to a minimum. Without prior *written* permission from the Pumpkin Festival Director, while we will try our best, we cannot guarantee that we will be able accommodate late arrivals, and you may have to set up the following day. Vendors *MUST* also be *present and be ready for inspection* by the Town of Milford Health and Fire Department **at their designated time. Please see the attached memo from the Milford Fire and Health Department. If you are not inspected, you will NOT be permitted to sell food until you have been. It is also solely the food vendor's responsibility to pass inspection.**

You will be sent your vendor packet that will include your location, set-up and inspection times via email approximately two weeks before the Pumpkin Festival. Upon Check-in at the festival, you will receive your booth # and parking pass.

- 2. SPACE** - Each vendor will be granted a set number of square feet. No additional tent space or canopies or grounds space on the Festival site will be allowed without prior written agreement with the Festival Board. Vendors are responsible for providing tents, canopies, chairs and any necessary equipment. Vendors shall not sublet their space without the express written consent of MIT .
- 3. LOCATION** - MIT will confirm assignments in writing via email prior to the festival. MIT reserves the right to place Vendors in booth locations at the complete discretion of MIT, MIT shall have sole and complete authority to place the Vendor in any location designated for the Pumpkin Festival, irrespective of the Vendor's request. **MIT will try to honor requests for a specific booth location but cannot guarantee requests. Previous attendance at the Pumpkin Festival does not guarantee a space or booth location.**
- 4. UTILITIES** - A limited amount of electricity is available at the Festival site. Vendors should consider this when planning their menus. Vendors should state their exact, minimum electrical needs on the application. No additional usage will be allowed beyond that granted on the application. Additional usage may be allowed beyond that granted on the application, provided all other vendors who reserved and paid for power have been accommodated. Additional/ non-reserved usage fee will apply at \$25 per circuit. Vendor must also provide own extension cord. **Extension cords must comply with the National Electrical Code 2008 and shall be a minimum 14-gauge and grounded (outdoor rated).16 Gauge extension cords will NOT be accepted.** No refunds will be made to Vendors who may not operate due to electrical cords that do not pass inspection by the Milford Fire and Building Inspectors.
- 5. CODE COMPLIANCE** - All cooking, holding, preparation, refrigeration and associated vendor equipment must comply with all codes, including, but not limited to the **State of New Hampshire Fire, Electrical and Temporary Structure Codes as well as the Town of Milford Special Events Policy. INSPECTORS WILL BE ON SITE. Vendors operating on Friday evening must be ready for inspection by 1:00 PM and those operating on Saturday and Sunday must be ready for inspection by 8:00 AM. It is the vendor's responsibility to pass both the Health and electrical inspections in order to be able to operate their booth at the Milford Pumpkin Festival. There will be no refunds, and no exceptions to this policy.**
- 6. LICENSING**- All Commercial Vendors are required to provide a copy of a **valid State of NH Hawkers & Peddlers license and a current certificate of liability insurance** showing off-site coverage with a limit of not less than \$1,000,000.
- 7. VEHICLE ACCESS** - Vendors will be allowed to utilize vehicles to move equipment and goods to the site only at times designated by the Festival, generally in the morning hours preceding the Festival start and in the evening following the Festival close. Vehicles will not be allowed for re-supply of goods during the Festival hours. **Tow Vehicles will not be allowed next to booths or trailers used for preparation or vending. Vendors *must* park in the area designated to them at Pumpkin Festival. You will receive an information packet prior to the festival in October, with your booth assignment, drop off/set up time, and parking pass.**

8. **PARKING** - Vendors will be allotted **one (1) parking space per booth**, for their vehicles in a designated parking area. Due to limited parking availability, MIT cannot guarantee Vendors more than one parking space. MIT is not responsible for tickets or fines to Vendors due to illegal parking of vendor vehicles.
9. **GOODS FOR SALE** – MIT must approve all proposed items or foods for sale. **MIT does not guarantee a food exclusive, yet will strive to allow a limited amount of any type of food in order to ensure a variety of foods.** Vendors shall not display, offer for view or sale any illegal or contraband items. The laws of the State of New Hampshire and local ordinances of the Town of Milford shall be in effect. Vendors shall not display, offer for view or sale any items that are unlicensed and/or copies/interpretations of licensed or registered items at any site or operation of the Milford Great Pumpkin Festival.
10. **REFUND POLICY** - A 50% refund will be given in response to a **written** request received by MIT by September 1, 2017, **if** the space can be filled from an approved waiting list. No refunds will be given for any request received by MIT after September 1, 2017. **No refunds will be given to vendors who may not operate due to failure to satisfy or comply with local health and safety codes.**
11. **RETURNED CHECKS** - A \$35 fee will be charged for all checks that are returned to MIT for any reason.
12. **SECURITY** - MIT provides overnight security patrols for outdoor booth locations, however MIT, and the Town of Milford, accepts no responsibility for items left overnight. Vendors are solely responsible for the security of all items in their booth at all times.
13. MIT makes no representation or guarantees towards actual festival attendance.
14. Vendors understand that MIT has no control over weather, acts of God, acts of terrorism, or governmental intervention, or any other cause that may prevent, and or interrupt, the festival weekend, and Vendors shall hold MIT harmless for any losses that could arise because of such event.
15. The Vendor agree(s) to defend, indemnify, and hold harmless MIT and the Town of Milford from any claim, demand, suit, loss, cost or expense, or any damage which may be asserted, claimed or recovered against or from MIT and the Town of Milford by reason of any damages to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the Milford Great Pumpkin Festival and regardless of which claim, demand, damage, loss, cost or expense is caused in whole or in part by the negligence of the Town of Milford or by third parties, or by the agents, servants, employees or factors of any of them.
65. **HOURS** - All vendors are expected to operate during the duration of the Festival, rain or shine.
17. **NOISE AND SOUND SYSTEMS** - Vendors are not allowed to operate music or public address systems on the Festival site. Electrical generators are not allowed due to interference with the Festival sound system (unless given special permission).
18. **TRASH AND REFUSE** - **Vendors must carry out all trash or dispose in festival trash barrels.** Vendors are expected to clean up their area regularly during the Festival and thoroughly at the closing of the Festival or be subject to a \$35 clean-up fee.
19. **DISPOSAL OF GREASE** – **Absolutely no dumping of cooking oil into man holes, storm drains, trash cans, or sewer drains.** Grease must be transported off-site. **Milford MIT reserves right to bill vendors post-festival for charges incurred for grease removal off street and adjacent sidewalks.**
20. **SPIRIT OF FESTIVAL** - The Pumpkin Festival is advertised as a family celebration. **We do not allow solicitations, hawking of sales, pass-the-hat performances, distribution of literature, or promotion of any particular cause, program or political candidate (including political or religious signage). No exceptions will be made.**

This agreement has been read, understood and entered into freely, voluntarily and absent of duress by the parties signed below. In order to process this application, the Vendor must sign and date this agreement. Any applications received without the agreement signed will be returned without processing. The deadline for receiving applications is July 1, 2017. Acting in its sole discretion, MIT reserves the right to reject any application for any reason.

Vendor name: (please print) _____

Signature

Date