

**2010 MUSIC CITY JULY 4TH**  
**NASHVILLE, TENNESSEE - RIVERFRONT PARK**  
**www.musiccityjuly4th.com**

**VENDOR CONTRACT**

**FESTIVAL DATES AND TIMES**

<i>Set Up</i>	Sunday, July 4 <sup>th</sup>	7:00AM – 12:00PM <i>All vehicles must be off site by 11:00AM</i>
<i>Event Hours</i>	Sunday, July 4 <sup>th</sup>	12:00PM – 11:00PM (Approximately) <i>Event hours may vary in the instance of inclement weather conditions.</i>
<i>Tear down</i>	Sunday, July 4 <sup>th</sup>	11:00PM – 1:00AM (Approximately) <i>Vehicles will not be allowed on site until Metro Police confirm that it is safe to do so.</i>

**TERMS AND CONDITIONS**

1. **PAYMENT** - I agree to pay rental fees specified for the booth size and electrical requirements marked on the exhibits to this agreement. One third (1/3) of all fees due no later than March 15, 2010. All remaining fees due no later than May 1, 2010. Any cancellation between March 15, 2010 and May 1, 2010 will result in 50% forfeiture. Any cancellation after May 1, 2010 will result in 100% forfeiture. All checks will be made payable to **Music City, Inc.**
2. **INSURANCE** - I agree to submit the following by May 15, 2010:
  - a. A certificate of insurance with \$1,000,000 (one million dollars) insurance coverage and listing Music City, Inc. AND Metro Government of Nashville and Davidson County as additional insured under my policy.
  - b. A certificate of insurance showing proof of workers comp coverage and
  - c. A certificate insuring vendor's property and granting Music City, Inc. a waiver of subrogation.
3. **INDEMNIFICATION** - I agree to indemnify and hold harmless Music City, Inc. and Metro Government of Nashville and Davidson County and the staffs and boards of these organizations against any claim or action or for any cause. I agree that I will be responsible for my own insurance under this hold harmless clause which is made a part of this contract.
4. **MENU OR INVENTORY** - As a food vendor, I will submit a complete menu with prices of items to be marketed at the festival with my contract. As a non-food vendor, I will submit a complete inventory with prices of items to be marketed at the festival with my contract. I understand that my booth will not be placed until I provide a menu or inventory list.

5. **BOOTH REGULATIONS** - I understand that it is my responsibility to provide my own booth, tent, trailer, etc. If I am using a tent, I will include with this application a copy of a flame spread certificate for my tent (certificate must indicate compliance with NFP 701). Also, cooking vendors must have a 40 BC fire extinguisher located within their vending space. In addition, as a food vendor, I will adhere to all Metro Nashville Health and Metro Nashville Fire Department regulations related to booth set up and proper food preparation/service. If not, I understand that the Metro Nashville Health and/or Metro Nashville Fire Department will close the operation of my booth and I will forfeit all fees paid under this agreement. Health & Fire Inspections Departments will make random inspections.
6. **PROPANE PERMIT** - As a food vendor, I understand that it is my responsibility to obtain a Propane Permit from the Metro Fire Marshal's Office (615-862-5230) prior to setting up for the event if I am cooking with propane. I understand that if I arrive on site and set-up without having the proper propane permit secured, that I will be forced to immediately cease operations when asked and load-out as directed. Propane permits may not be obtained on site on day of event.
7. **BEVERAGES** - I understand that the only beverages I may sell are smoothies. All other beverages will be sold exclusively by Music City, Inc. Any questions related to the selling of beverages should be directed to the Music City, Inc. prior to submittal of the contract.
8. **METHOD OF SALES** - I understand that all items will be sold for cash.
9. **ILLEGAL ITEMS** - I understand that I may not sell smoking paraphernalia or other items deemed illegal by the State of Tennessee.
10. **TENNESSEE SALES TAX** - I understand that Tennessee Sales Tax will be my sole responsibility. I will complete and submit to Concession Manager a Blanket Certificate of Resale no later than May 15, 2010.
11. **SPONSORSHIP BRAND** - I understand as a Vendor, under my contract I will have to use a major sponsor's brand name if one is designated by festival management.
12. **WASTE DISPOSAL** - I understand that I will be fined a minimum of \$500 for not disposing of waste properly in provided dumpsters and grease traps. NOTE: tree wells are not trash or waste water receptacles! Waste disposal recepticals will be clearly marked.
13. **TERMINATION OF AGREEMENT** - Any violation of this agreement, including any infringement upon beverage sales will permit the immediate termination of this agreement.

14. **VEHICLES** - I understand that I will not be allowed to display any other vehicles in my approved location other than my pre-approved tent, trailer, cart or booth. No cars, vans, trucks or trailers will be permitted to remain in or around the designated space without the specific approval of Music City, Inc. I understand that I am solely responsible for securing parking for my cars, vans, trucks or other transport vehicles. All vehicles *must* be off-site by 11:00am.

15. **VENDING** – I understand that vending from outside my designated booth space is not permitted unless authorized in advance by Music City, Inc.

16. **BOOTH LOCATION** – Music City Inc. reserves the right to determine placement of vendor booths. Criteria for the location decisions are based on booth size, power needs, site logistics, order in which the vendor contract was received and other variables. You will not be notified of your booth location until check-in on day of the event.

17. **ENVIRONMENTAL EFFORTS** – This year Music City Inc. is striving to create a more environmentally friendly event. As a vendor, I understand that I am not allowed to serve individual packets of salt, pepper, ketchup, mustard or any other condiment. I must provide larger containers or squeeze bottles to serve these condiments. I will also attempt to use only biodegradable containers to serve my food or drinks in. I understand that there will be secret shoppers to monitor my booth and its contributions to making Music City’s July 4<sup>th</sup> a Greener event.

18. **OTHER CONDITIONS** - Other agreed conditions \_\_\_\_\_

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19. **VENDOR DOS & DON'TS** – Please review, sign & return attach list.

Accepted by:

\_\_\_\_\_  
Vendor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Music City, Inc. Representative

\_\_\_\_\_  
Date

**Booth Rental Fees:**

*All booth prices include one (1) 110 volt 20 amp electrical service.*

<b>Booth Size</b>	<b>Cost</b>
10' x 10'	\$400
10' x 20'	\$550
20' x 20'	\$650
<b>Cart</b>	\$300

**Special Electrical Requirements (over and above 20 amp service included with booth rental price):**

Single phase, 110 volt:

20 amps @ \$100.00 each

30 amps @ \$150.00 each

Single phase 220 volt:

20 amps @ \$150 each

60 amps @ \$200 each

100 amps @ \$250 each

3 phase 220 volt:

20 amps @ \$200 each

60 amps @ \$250 each

100 amps @ \$300 each

**AN ADDITIONAL \$250.00 CHARGE WILL BE ADDED TO THE ABOVE FEES FOR ANY CHANGE IN ELECTRICAL REQUIREMENTS AFTER May 1, 2010.**

Vendors may bring their own generators if they make sure they are in proper working condition.

**Ice Supplies:**

Ice may be available upon advance request. Please contact Randy Dyce at (615) 456-3891 to pre-order.

YOU MAY FAX OR MAIL COMPLETED CONTRACT TO: Music City, Inc.  
Attn: Marion Warfield  
150 4th Avenue North  
Suite G-250  
Nashville, TN 37219  
Fax: (615) 259-4717

Or you may email a scanned PDF version to: [marion@visitmusiccity.com](mailto:marion@visitmusiccity.com)

FOR MORE INFORMATION CONTACT: Marion Warfield at (615) 259-4791 or [marion@visitmusiccity.com](mailto:marion@visitmusiccity.com).

***Please make a copy of all forms for your records before mailing them.***

**VENDOR INFO**

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTACT (S): \_\_\_\_\_ CELL #: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

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

COMPANY TYPE: FOOD \_\_\_\_\_ RETAIL \_\_\_\_\_

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**PAST FESTIVAL PARTICIPATION**

FESTIVAL / YEAR: \_\_\_\_\_ CITY / STATE: \_\_\_\_\_

FESTIVAL / YEAR: \_\_\_\_\_ CITY / STATE: \_\_\_\_\_

REQUESTED BOOTH LOCATION \_\_\_\_\_

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**STATEMENT OF ACCOUNT**

1. Booth Fees:

<u>Quantity</u>	<u>Size*</u>	<u>Cost</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL Booth Fees \$ \_\_\_\_\_

\*For all trailers, include tongue in measurements.

2. Additional Electricity

<u>volts, amps, phase</u>	<u>Number of Services</u>	<u>Cost</u>
_____	_____	_____

TOTAL Electrical Fees \$ \_\_\_\_\_

3. Clean Up Deposit\* \$200.00

**TOTAL AMOUNT DUE** **GRAND TOTAL** \$ \_\_\_\_\_

1/3 Deposit by March 15, 2010 \$ \_\_\_\_\_

Balance due by May 1, 2010 \$ \_\_\_\_\_

\*Please write a separate check for Clean up Deposit. Deposit checks **WILL NOT BE CASHED** upon receipt. Checks will be returned after the event if the booth space is cleared upon load-out and approved by management.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ENCLOSED

- \_\_\_\_\_ Flame Spread Certificate
- \_\_\_\_\_ Certificates of Insurance
- \_\_\_\_\_ Menu and price list (for food vendors) or Inventory and price list (for non-food vendors)
- \_\_\_\_\_ Picture of booth set up (not required)

Received By \_\_\_\_\_

Date \_\_\_\_\_