

# **2018 Johnny Cash Heritage Festival**

## **FOOD VENDOR**

### **APPLICATION, INFORMATION, AND REQUIREMENTS**

We are pleased to invite you to apply as a food vendor for the 2<sup>nd</sup> Annual Johnny Cash Heritage Festival (JCHF) in Dyess, Arkansas. The festival will be a three day event, Oct. 18-20, 2018, culminating in the main concert on Saturday and celebrates the legacy of Johnny Cash, along with the Dyess agricultural resettlement colony and other New Deal programs of the 1930s that shaped the man and his music.

Highlight of the festival will be a benefit concert on Saturday from noon until 5 p.m. in the field adjacent to the Cash Home. This will include special performances by **Jamey Johnson, Alison Krauss, John Carter Cash, Ana Cristina Cash and others.**

Cash Farmstead Field booths will be open from 11 a.m. through 6 p.m. Saturday, Oct. 20. (NO EARLY DEPARTURES.) Setup can begin on Friday till 9 p.m. No vendors will be allowed to set up on Saturday.

You must be able to abide by all rules regarding set-up and take-down times.

#### General Information

Potential JCHF food vendors will be selected based on:

- Suitability of menus: Choices will be balanced to focus on the heritage of the region and to offer popular selections throughout the festival.
- Ability to serve a quality product in a timely manner.
- Cooperation with JCHF staff and committees.
- Cooperation with Health Department Staff.

#### Menu Selection

- To insure variety, the JCHF Vendor Committee must approve all menus, prices, and menu changes or substitutions.
- Proposed menu and prices should be submitted with application (Appendix A). Please list all food items that you have the ability and willingness to prepare. JCHF will make choices from your menu list.
- FINAL menu and prices must be submitted with contract upon acceptance. Only food pre-approved by JCHF may be sold.
- NO price or menu changes after the contract has been signed without JCHF consent.

#### Rules and Regulations

- If Vendor is approved by JCHF to provide certain food on Vendor's Attachment A, Vendor will bring a sufficient quantity to serve all attendees who wish to purchase the approved food.
- A \$50.00 clean-up deposit fee is required and will be refunded within two weeks after the concert if all conditions are met.
- Vendor will be issued a vehicle pass at time of set-up. The pass will allow entrance and exit to the festival area at approved times for set-up, take-down or restocking.
- All decisions regarding booth location are at the discretion of the JCHF staff.
- Vendor must supply his or her own tables and chairs, if needed.
- Vendor may not distribute literature, coupons or other materials without prior written approval from JCHF. Absolutely NO tip jars.
- Vendor shall be responsible for collecting money from the sales of food. JCHF,

Arkansas State University-Jonesboro, and organizations associated with the event shall not be responsible for collecting money from such sales, nor be responsible or obligated to compensate Vendor in any way for the provision of the food at the event. Vendor shall not be obligated to share the proceeds from the sale of the food from the event with JCHF, Arkansas State University-Jonesboro, and organizations associated with the event.

- Vendor shall provide adequate trash receptacles with trash bags outside its premises. Vendors shall not use trash receptacles provided by Town of Dyess.
- Vendor must take steps to adequately store or refrigerate foods. JCHF will not be responsible for food spoilage due to weather conditions.
- Vendor must supply an electrical/grease fire extinguisher that has a current certification.
- Premises should be left in as good condition as the Vendor found them; this includes picking up trash at and around Vendor area.
- Grease is to be disposed of by the Vendor offsite. No dumping.
- JCHF is not responsible for loss of sales due to weather or other events and offers no guarantee of sales.
- This is an outdoor festival and will not be cancelled because of rain. Vendors should come prepared for the weather.
- Vendors are responsible for complying with all JCHF, Health Department, and county and state tax regulations.
- No Vendor may sublet space or partial space without prior approval of the JCHF Vendor Committee.
- Vendor shall be responsible for provision of food warmers, condiments, suitable service such as paper plates, napkins, forks, extension cords, sign or banner for visual impact, and any assistants Vendor may need for the preparation and sale of the food approved by the JCHF.

#### Set-Up and Take-Down

- Booth set-up may begin Friday up to 9 p.m. No vendors will be allowed to set up on Saturday. Drivers must show Vendor Pass to security at barriers.
- No Vendor vehicles may be in the Vendor area after 10 a.m. on Saturday.
- Vendors must be off the festival premises no later than 10 p.m. on Saturday.

#### Permits

Approved Vendors will be provided an official JCHF permit. This must be displayed in a prominent position for the duration of the festival along with the Health Department permit.

#### Insurance Required

Proof of comprehensive general liability insurance in an amount no less than \$1,000,000.00, listing Arkansas State University-Jonesboro as an additional insured, is required and proof of such must be submitted along with all fees and forms by September 21, 2018. Vendors who cannot show proof of insurance will not be allowed to participate at the festival.

#### Indemnification

The Vendor agrees to indemnify and hold harmless the Johnny Cash Heritage Festival, Historic Dyess Colony: Johnny Cash Boyhood Home; Arkansas State University, Town of Dyess; and any JCHF sponsors, agents or other Vendors against loss resulting from an activity of the Vendor during the festival. Vendors must sign and return the indemnification agreement (Attachment B) by September 21, 2018.

### Termination Rights

JCHF through the Festival Director or designee reserves the right to terminate the operation of the Vendor at any time during the Festival for any of the following reasons.

- The food is not of the highest quality.
- A professional manner is not maintained by the Vendor and its employees.
- Vendor or its employees violate any provision of the Health Department.
- Vendor or its employees commits any act detrimental to the purpose of the festival.
- Vendor or its employees fails to cooperate with Festival management staff.
- Vendor or its employees sells any food product that is not approved by JCHF staff.
- Vendor or its employees sells any food product at a rate other than approved rate.
- Vendor or its employees disregards any of the Regulations and Requirements.

### Food Preparation

- HEALTH DEPARTMENT REQUIREMENTS WILL BE STRICTLY ENFORCED! Please visit <http://www.healthy.arkansas.gov/aboutadh/rulesregs/foodserviceestablishmentsnew.pdf> for complete guidelines.
- JCHF IS NOT RESPONSIBLE for any food vendor negligence or non-compliance with the requirements of the Arkansas Health Department.

### Separate Parties

You understand and agree that you are an independent contractor and that your selection to participate as a Food Vendor at the JCHF is not evidence of an agency or joint enterprise. In no event shall any of the parties involved be deemed to be an employee of the other, and neither may enter into any agreement on the other's behalf, nor shall either be entitled to any sort of wages based on the performance at the JCHF.

### IMPORTANT DATES

August 17, 2018	Food Vendor Application and Attachments Due.
August 31, 2018	Acceptance letters sent out.
September 21, 2018	Deadline for all remaining paperwork and Fee Payment.
October 18-20, 2018	Johnny Cash Heritage Festival.

### CHECKLIST

- Full payment, which includes space rental, all deposits or charges, etc., must be sent with finalized and signed attachments by September 21, 2018.
- A clean up deposit of \$50.00 will be required no later than September 21, 2018. Deposit is refundable after JCHF Vendor Chairman inspects and signs off on your space. Refund will be mailed back within two weeks of the conclusion of the JCHF.
- Proof of Commercial General Liability Insurance will be required no later than September 21, 2018.
- There will be a \$35.00 charge each time a check is returned.

**2018 Johnny Cash Heritage Festival  
APPLICATION FOR FOOD VENDORS**

Please return application, with ALL attachments to JCHF by August 17, 2018.

Organization/Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Home Phone: (    ) \_\_\_\_\_ Business: (    ) \_\_\_\_\_

Cell: (    ) \_\_\_\_\_ Fax: (    ) \_\_\_\_\_

LOCATION

Cash Farmstead Field \$300  
(11 a.m. through 6 p.m. Saturday, Oct. 20)

\_\_\_\_\_ Food Truck Space. Size: \_\_\_\_\_

\_\_\_\_\_ Trailer Space. Length of Concession Trailer (With Tongue) \_\_\_\_\_

\_\_\_\_\_ Cart Space. Size of Cart: \_\_\_\_\_

Other Information \_\_\_\_\_

This application is not a binding contract to JCHF. Your signature below indicates that you have read all information in this packet, that you will adhere to all guidelines, and that if your application is accepted you will follow and adhere to all JCHF rules set forth.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Make check or money order payable to **ASU Foundation** and mail, along with all forms

**Paula Miles, A-State Heritage Sites  
P. O. Box 2050  
State University, AR 72467  
Phone: (870) 972-2803; Fax: (870) 972-3201  
E-Mail: pmiles@astate.edu**

## Attachment A MENU AND PRICES

Johnny Cash Heritage Festival seeks a variety of food choices to be offered to our festival goers. Please list all food items that you have the ability to prepare. This list will factor into our selection process.

You, the Vendor, must provide all signage and menu boards. JCHF reserves the right to remove any signage for any reason including, but not limited to, signs deemed inappropriate or that impede traffic.

MENU ITEM	PRICE
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____

Vendor SIGNATURE \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

ITEMS APPROVED AS INITIALED ABOVE

JCHF Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment B**  
**INDEMNIFICATION AGREEMENT**

The Vendor indicated below agrees to indemnify, defend, protect, and hold harmless the Johnny Cash Heritage Festival, Arkansas State University, the Town of Dyess, and its agents and representatives against any loss, damage, fine, penalty, claim(s) or other liability arising from the Vendors' participation in or provision of goods or services offered at or during the JCHF.

This Release, Indemnification, Hold Harmless Agreement shall be and is construed as broadly and inclusively as is permitted by relevant federal law. If any portion of this document is held invalid, the balance shall continue in full force and effect.

PLEASE PRINT:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Received by:

JCHF Director (or designee): \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment C**  
**VENDOR ELECTRICAL INFORMATION FORM**

- Vendor must detail specifically every item that will require electricity and the maximum amperage of each item. JCHF will not be responsible for providing more amps than requested.
- Vendor must supply own extension cords.
- JCHF will not be responsible for getting your panel board to specification or for providing the hardware/plug for you to use the Festival provided board. NO EXCEPTIONS! If your set-up requires more than 50 amps, you will be required to provide the adequate cord. PLEASE COME PREPARED.

Name of Vendor: \_\_\_\_\_

Time of Arrival and Connection: \_\_\_\_\_ Date: \_\_\_\_\_

Time of Disconnection: \_\_\_\_\_ Date: \_\_\_\_\_

Number of Outlets Needed: \_\_\_\_\_

Type of Power Voltage Required:

120 Volts 3 Wire: \_\_\_\_\_ (must have ground)

220 Volts 3 Wire: \_\_\_\_\_ (Does not have 120 Volts)

220 Volts 4 Wire: \_\_\_\_\_ (Does not have 120 Volts)

Power Load Required: \_\_\_\_\_ amps \_\_\_\_\_ amps \_\_\_\_\_ amps

Size of wire/cord to Equipment: \_\_\_\_\_

Feed wire hard wired to breaker: \_\_\_\_\_ Feed wire has attachment plug: \_\_\_\_\_

Ratings of cord to equipment required less than 100 feet

100 amps - #2 Soow rubber cord

70 amps - #4 Soow rubber cord 50

amps - #6 Soow rubber cord 40

amps - #8 Soow rubber cord

All other - #10 rubber cord or weatherproof ext. cords.

If cords are spliced, they must be weatherproof to National Electrical Code Requirements.

Plug Nema Rating (found on face of plug, ex. L14-50p) \_\_\_\_\_

- Must bring your own power strip and cord. Festival will not provide electrical cords.
- Hazardous or dangerous conditions will not be connected.