

HOG CAPITAL BARBECUE, INC.

Year 2010 Concessionaire Rules (page 1); Rules Continued + Fee Schedule (page 2); Contract Form (page 3);

Insurance Policies (page 4) & Electrical Hook-up fee schedule (page 5)

RULES, REGULATIONS AND REQUIREMENTS

1. Concessions are to be set-up in assigned locations in the downtown area of Kewanee, IL.
2. Space size is 10 foot frontage with a price of \$200.00 per space.
3. All spaces are leased to concessionaires for the entire length of the festival only.
4. Hog Capital Barbecue, Inc. reserves the right to LIMIT types and/or REJECT any concessions. Concessionaires may not sell butterfly pork chops or pork patties in any form. Roasted (not cooked on a charcoal or gas grill) pork or breaded pork tenderloin can be sold. Each concessionaire may sell as many items as they wish but may only sell those items listed and approved by the concessions manager. Specialty items will be limited so it is important to return your contract as soon as possible.
5. No hawking, amplification of voice, or any other devices, human or mechanical, which may be deemed annoying to other concessionaires, is permitted.
6. All booths must be serviced before 10:00 a.m. No vehicles will be allowed in the concession area after 10:00 a.m. and before 9:00 P.M.
7. The concession area is open to all concessionaires both for profit and not-for-profit.
8. All concessions will be set up at the Concession Manager's discretion. Seniority will be taken into consideration.
9. Booth set up will begin at 5:00 PM THURSDAY NIGHT!!!! You will not be allowed to open on Thursday Night, this is set up only. Booths are to open at 5:00 P.M. on Friday night. Concessions must be manned and opened by 11:00 a.m. each morning thereafter, and must be open until at least 9:00 P.M. Friday, Saturday and Sunday and until 5:00 P.M. on Monday. ANY CONCESSION THAT CONTINUALLY CLOSES EARLY WILL NOT BE ASKED BACK IN THE FUTURE.
10. Security is provided at the site of the Hog Capital Festival 24 hours each day of the festival.
11. Limited electrical outlets are available and appliances should be kept to a minimum. Concessionaires must supply all of their own extension cords with at least 50 feet of such electrical extension cord.
12. Limited water hookups are available. Be prepared to hook in with another concessionaire. Concessionaires must supply at least 50 feet of their own hoses.
13. Each concession shall be self-contained with NO DRAINAGE ON THE STREET. There are gray water dump stations spaced throughout the concession area. Concessionaires are responsible for keeping their respective areas looking clean. All trash should be bagged and tied and placed in front of their booth at the close of the day.

14. The entire cost of the leased space, which is \$200.00, must be paid in full on or before July 1, 2010. If any are still available, subject to final approval by the concessions manager as to items sold, space will be leased on a first received/first approved contract basis. Cost of leasing a space after July 1, 2010 will be doubled to \$400.00 which must be paid when submitting the contract and will be approved on a space available basis. If no space is available the concessionaire's entire lease payment will be refunded.

15. Rates - Payable to HOG CAPITAL BARBECUE, INC.

- a. On or before July 1, 2010 - \$200.00 per space (10 feet)
- b. After July 1, 2010 - \$400.00 per space (10 feet)

16. SPECIAL NOTE: Do not short yourself on space, because if the space is not big enough, you will be moved to whatever space might be available. If it is not satisfactory and you leave, there will be no refunds.

17. Hog Capital Barbecue, Inc. *WILL* be provided with a certificate of insurance.

18. The Hog Capital Barbecue, Inc. *WILL NOT* be held responsible for lost or stolen property and *WILL NOT* be held responsible for any accident or illness.

19. ALL CONCESSIONS MUST POST PRICES IN PLAIN VIEW.

20. Additional specific information and contract is attached.

Send requests to Mary Ashpole, Concession Chairperson.
947 Kent Street.
Kewanee, IL. 61443
Ph: (309) 525-4641
E-Mail: mary@kewaneehogdays.com

IMPORTANT. When contract is received, check it over, sign it and return BOTH COPIES with either your deposit or the entire cost of the leased space by June 1, 2010. Your copy will be mailed back as confirmation. Do not assume that you have been approved until you receive your confirmation copy of the contract.

FULL PAYMENT IS DUE ON OR BEFORE JULY 1, 2010

Failure to pay balance by July 1, 2010 will cancel your contract.

Only concessionaires setting up in the downtown area are covered by this contract and will be able to lease space. Anyone wishing to set up in the flea market/craft area, other than food, should contact Anne Murchison at 710 W. Prospect St., Kewanee, IL. 61443. Ph: 309 525 2537 or E-Mail: anne@kewaneehogdays.com

THIS AGREEMENT made and entered into this ____ day of _____ 2010 by and between Hog Capital Barbecue, Inc. and _____.

WHEREAS, the Festival has possession of certain facilities and conducts thereon the Hog Capital Barbecue, Inc. Festival and Second Party is desirous of leasing a certain area and privileges attached thereto during the Festival to be held September 3-6 inclusive

NOW THEREFORE, it is agreed by and between the Parties hereto, the Festival hereby grants and sells to Second Party, the following rights and privileges only to sell, display, advertise and demonstrate the following items and none other. LIST HERE: _____

A \$100.00 DEPOSIT RECEIVED BY JUNE 1, 2010 WILL HOLD YOUR SPACE. AFTER JUNE 1, 2010 THE ENTIRE COST MUST BE MAILED. THE BALANCE MUST BE PAID BY JULY 1, 2010. Space will be sold at \$200.00 for 10 foot frontage space and \$100.00 for each additional 5 feet. Electrical hook up fee (see attached sheet page 5)

SPACE RENTAL _____ \$ _____ ELEC. HOOK UP: 110 220 (circle one)
TOTAL FEET TOTAL COST # of drop cords _____ Amps _____ Total cost: \$ _____
TOTAL COST: \$ _____ Minus DEPOSIT: \$ _____ BALANCE DUE: \$ _____

THE ENTIRE COST OF THE LEASED SPACE IS DUE ON OR BEFORE JULY 1, 2010. This agreement must be signed and returned with your deposit or the entire cost of the leased space. Time is of the essence on this agreement. In the event of cancellation of the agreement by Second Party for any reason, it is agreed that exact damages to the Festival would be difficult to ascertain and therefore all moneys paid by Second Party to the Festival shall be retained by the Festival as liquidated damages. All money due hereunder must be paid in full before Second Party can move in or set up. No extension of credit will be authorized. Final placing of exhibitor will be at the discretion of the Concession Manager. In any case of default in the provisions of this contract or failure of Second Party to show, move in or set up for any cause: The festival shall retain all moneys or securities as liquidated damages and have the right to lease said rights and privileges to other parties without notice to Second Party.

Now, it is further mutually agreed and understood that the additional provisions to this contract are made a part of this agreement as if fully set forth herein:

A map will be drawn up after July 1, 2010 and mailed to each concessionaire, set up will be on Thursday, September 2, 2010 in order as per map. SECOND PARTY must be ready to set up in turn. SECOND PARTY must be set up and ready for operation by Friday, September 3, 2010 at 5:00 P.M. and remain in full operation until 9:00 PM. Hours for concessions thereafter are: Saturday, September 4, 2010 and Sunday, September 5, 2010, open by 11 AM and remain in full operation until 9 PM; Monday, September 6, 2010, open by 11 AM and remain in full operation until 5 PM at which time Festival closes. IT IS YOUR RESPONSIBILITY TO READ AND COMPLY WITH THE PROVISIONS OF THE CONTRACT, BOTH FRONT AND BACK AND ANY ADDITIONAL PAGES ATTACHED HERETO. TO BE VALID THIS CONTRACT MUST BE SIGNED AND RETURNED WITH THE ENTIRE COST OF THE LEASED SPACE. BOTH COPIES OF CONTRACTS MUST BE SIGNED AND RETURNED TO RECEIVE YOUR CONFIRMATION.

BY _____

PRINT NAME _____

TITLE _____

ADDRESS _____

PHONE _____

BE SURE TO SEND BOTH CONTRACTS BACK IF YOU WANT CONFIRMATION

INSURANCE CERTIFICATES MUST BE FURNISHED TO CONCESSION MANAGER

ATTENTION CONCESSIONAIRES:

All Concessionaires must furnish product liability certificate of insurance, otherwise the concessionaire will not be allowed to set up. CONCESSIONAIRES MAY ONLY SELL THE FOOD AND BEVERAGE ITEMS THEY HAVE CONTRACTED FOR

ADDITIONAL PROVISIONS FOR ALL CONCESSIONAIRES

1. The Second Party agrees to save and hold harmless all organizers, officials and staff of the Festival from all claims of damages, demands and actions whatsoever in manner, as a result of the presence and operation of said Second Party at the Festival before, during and after the event named herein.
2. Second Party shall not reassign, sublet or apportion the whole, or any part of the space allotted to any other third party. Nor exhibit there any goods and advertising matter other than those manufactured, distributed or sold by the Second Party in the regular course of his business. And will not permit any representative of any other firm or organization to exhibit or solicit business in this space.
3. Solicitation of Festival patrons by Second Party or agent of Second Party outside of or away from Second Party's location shall not be permitted.
4. Signs or advertising matter of any kind deemed objectionable by the Festival may be removed without liability for damage therefore, by the Festival. All signs must be located in the leased space.
5. Obstructing of visitors passageways, use of public address systems, recorders, gong, bells or any other objections devices or method of attracting attention shall not be permitted.
6. Any item or structure place upon a leased facility or area shall conform and be operated in compliance with requirements of the Festival, Public Health agencies and all other County, State and Federal laws, rules and regulations. All Concessions will be inspected by the Henry County Health Department.
7. The Second Party is responsible for keeping all debris and refuse picked up in the assigned area.
8. The concessions Manager shall be the final arbitrator of disputes concerning concessionaires.
9. The Festival shall not be responsible for any loss or damage to Second Party's person or person's of Second Party's employees or agents from any cause whatsoever, arising from the performance of this contract, and the Second Party in signing this contract expressly releases the Festival from any and all claims of such loss, damages or injuries.
10. NO PROMISES, representations, agreements or conditions have been made or agreed to which are not stated fully herein.
11. If the Concessions Manager decides along with the Chairman of the Festival Association that a Concession or Exhibit is not in keeping with the best interest of the Festival, the Second Party may be ordered to leave the Premises without refund.

Hog Capital Barbecue, Inc.

By: _____

Official Title _____

ELECTRICAL HOOK UP FEE SCHEDULE

Single pole: 0 - 29 amps - \$ 35.00
(110) 30- 49 amps - \$ 45.00
50 - 99 amps - \$ 55.00
100 -124 amps - \$100.00
125 amps & above \$150.00

Double pole: 0 - 29 amps - \$ 30.00
(220) 30 - 49 amps - \$ 40.00
50 - 99 amps - \$ 50.00
100 - 124 amps \$70.00
125 amps & above \$90.00

Example # 1 - 1-drop cord to a single pole 30 amp outlet is \$45.00. If you use 2-drop cords to 2 outlets, the fee would be \$90.00.

Example # 2 - One 3 or 4 double pole 60 amp hard wired cable to a 2-pole 60-amp breaker, the fee will be \$50.00.

All cables and drop cords will be tagged with a festival tag. Any unpaid cords or cables will be removed and you will be warned once. A second occurrence to fail to comply will result in loss of site privileges and you will vacate your spot immediately.

You have the option to add additional hook-ups at any time by paying the appropriate fee.

Random amperage checks will be taken during your peak load times. If you are found to be above our designated range you will be required to pay the upgrade and will be assessed a \$25.00 fee.

Supply storage equipment such as trailers, trucks or vans that require a single drop cord hook-up will be parked away from the concession area and will be free, any additional hook-up will be charged according to chart above.

Mary Ashpole
Concession Chairman