

# Wisconsin Rapids Balloon Rally, Food/Beverage Vendor Application/Contract

Wisconsin Rapids Airport - Alexander Field - 3620 1<sup>st</sup> Street S - www.cmnballoonrally.com

Friday August 26, 2011 - 5:00 p.m. – 9:30 p.m., Saturday August 27, 2011 – 10:30 a.m. – 10:00 p.m.

This Application/Contract is entered into between Saint Joseph's Hospital of Marshfield, Inc. and the undersigned vendor ("Vendor").

Contact name: \_\_\_\_\_ Business (Vendor) Name: \_\_\_\_\_

Address: \_\_\_\_\_ WI Seller's Permit #: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Description of food/beverage offered: \_\_\_\_\_

Circle Description of Sales area setup:    Truck    Trailer    Canopy/Table(s)

## Application Requirements:

**1. Use/fees:** Booth space will be used for retail sale of Vendor's food/beverage, and for no other purpose. Vendor will be assigned a 15 foot wide, 30 foot deep booth space on the date of the event. **A \$350.00 donation per booth space made payable to *Children's Miracle Network* must accompany this application.** There will be a \$25.00 fee for all NSF checks.

**2. Insurance requirements:** Vendor must have commercial general liability insurance with a minimum amount of \$1,000,000.00 each occurrence, products/completed operations, and general aggregate without any sublimits effective throughout the term of this contract and MUST name the "Municipal Airport Commission, Alexander Field, South Wood County WI and Saint Joseph's Hospital of Marshfield, Inc." as ADDITIONAL INSURED. **Proof of insurance must accompany this application. A \$25.00 non-refundable fee will be charged on any application not accompanied by the CORRECT requested insurance documents.**

**3. Set up:** If you sell out of a truck or trailer, you may set up as early as 12:00 pm on Friday. Canopy / Table booths may not set up until after 2:00 pm Friday. **NO EARLY SETUP ALLOWED.** Only one vehicle per vendor will be allowed on the grounds between 5:00 pm and 10:00 pm on Friday or between 10:00 am and 10:00 pm on Saturday. **NO MOTORHOMES ALLOWED ON FIELD.** Power is limited to 110 volts, no 220 volt available.

**4. Booth Needs:** Vendor is responsible for providing all equipment/booth needs including signs, tables, chairs and extension cords. Vendor must also have the correct power adapter – hard wiring is not allowed. Tents or similar shelters are recommended. **Booth size of 15 foot wide and 30 foot deep will be enforced and everything Vendor brings MUST fit inside the assigned area.** If additional space is needed, an adjacent booth will be available for an additional \$350.00 if requested and payment is made at the time this contract is returned. Anything that does not fit in assigned space, including trailers of any kind, must be removed from field by 5:00 pm on Friday. Booth space will not be assigned, subleased, shared or occupied by anyone other than the person/business named above.

**5. Loss:** Vendor bears sole responsibility for any loss or damage to equipment or merchandise. Vendor will leave the booth space clean and in the same condition it was found.

**6. Licenses/Permits/Tax:** Vendor will conduct business in a safe and orderly manner and will obtain all required licenses and/or permits (including Wood County permits). Vendor is responsible for all taxes levied upon its sales and/or property. Vendor will complete the Wisconsin Temporary Event Operator and Seller Information form and return it to the Foundation of Saint Joseph's Hospital of Marshfield, Inc.

**7. Compliance with Law:** Vendor shall comply with all federal, state and local laws, rules and regulations applicable to Vendor and to the goods and/or services offered by Vendor.

**8. Indemnity:** Vendor indemnifies and holds harmless the Municipal Airport Commission, Alexander Field, Saint Joseph's Hospital of Marshfield, Inc., the Foundation of Saint Joseph's Hospital of Marshfield, Inc. and the volunteers of the Wisconsin Rapids Balloon Rally, from any and all claims, liabilities, fines, damages and expenses relating to or arising out of any act or neglect by Vendor or its employees or agents.

**9. Cancellation Policy:** No rain dates will be scheduled and all fees are non-refundable. Wisconsin Rapids Balloon Rally reserves the right to reject any and all applications.

**10. Limitation of Liability:** VENDOR SHALL NOT BE ENTITLED TO, WHETHER IN CONTRACT, TORT OR OTHERWISE, ANY LOST PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITIES, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS APPLICATION/CONTRACT OR TO VENDOR'S PARTICIPATION IN THE WISCONSIN RAPIDS BALLOON RALLY.

**11. Governing Law:** The validity, interpretation and performance of this application/contract shall be governed by and construed in accordance with the laws of the State of Wisconsin.

**12. Rules:** Vendor will be subject to rules governing its participation in the event. Any failure by Vendor to comply with these rules may result in Vendor's removal from the event or the imposition of other restrictions to Vendor's participation. A copy of the rules will be made available to Vendor at the event or can be obtained upon Vendor's request.

**13. To Apply:** To apply for a booth, forward 1) signed application, 2) \$350.00 donation payable to "*Children's Miracle Network*", and 3) Proof of Insurance to: Kurt Gross/Wings Air Charter, 236 Airport Hanger Dr., Wisconsin Rapids WI 54494.

**By signing below, Vendor's representative hereby binds Vendor to the terms and conditions set forth above (subject at all times to rejections or cancellation as set forth in Section 9):**

Acknowledged and agreed to by \_\_\_\_\_ (Signature)

Name (Please Print) \_\_\_\_\_ Date: \_\_\_\_\_

QUESTIONS? CONTACT KURT GROSS AT [wings@wctc.net](mailto:wings@wctc.net) OR 715 424-3737