



*Hawaiian Five-OH*

650B Columbus Ave., Lebanon, OH 45036

[www.hawaiianice.com](http://www.hawaiianice.com)

## **2009 Riverfest Terms and Conditions**

*Hawaiian Five-OH* has obtained the contractual rights to subcontract all of the food privileges for Riverfest for Clear Channel Events which will take place at the Cincinnati Riverfront on September 6, 2009.

It is estimated that 500,000 people in the Southwestern Ohio and Northern Kentucky attend this event.

*HAWAIIAN FIVE-OH*, as the managing contractor, is seeking to sub contract vending locations for approved vendors that will provide a variety of foods and desserts. **All beverages including Soft drinks, Bottled Water and other drinks will be provided exclusively by Hawaiian Five-OH and sub contractors will not be able to sell these beverages**

It is fully understood that authorization to operate a food concession will be issued by Hawaiian Five-OH to subcontractor (concessionaire) only upon acceptance of specifications submitted in the following agreement and including but not limited to prior written approval of the Cincinnati Health District.

Concessionaire must communicate any and all specific site needs not listed in the following pages to HAWAIIAN FIVE-OH. Any items not listed in the following pages must be approved in writing by both HAWAIIAN FIVE-OH and concessionaire at least 30 days in advance of event.

### **1. Proposed Menu Item(s):**

Your Menu must be approved by Hawaiian Five-OH. You will be notified if any item will be excluded from your menu. We desire to have a varied offering to the public and want to assure you that menu items will be limited as much as possible.

All food items sold or kept for sale shall meet all Federal, State and Municipal food laws, ordinances and regulations. No adulterated or misbranded article shall be sold or kept for sale and merchandise kept on hand shall be stored and handled with due regard for sanitary conditions.

### **2. Booth Specifications:**

Concessionaire agrees to operate a booth under the approved specification guidelines.

### **3. Electrical Information:**

**120V/20 AMP Electrical service will be provided for each booth by Clear Channel.** Please indicate below if any additional service will be needed or if standard service will suffice. All electrical needs must be specified no later than 10 days prior to the event.

### **4. Vehicles Information:**

HAWAIIAN FIVE-OH has been allotted a limited number of parking permits. One parking permit per vendor. Other arrangements may be required if vehicle is larger than a pick up truck or cargo van.

**(513)-932-4696 or Cell (513)-836-6080 Fax: (513)-228-0041 Email: [hfiveoh@cinci.rr.com](mailto:hfiveoh@cinci.rr.com)  
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### **5. Permits**

The City of Cincinnati Health Department requires a permit for the purpose of selling food and beverages. All contracted concessionaires must provide HAWAIIAN FIVE-OH with signed copies of the applicable licenses at least 21 working days prior to the event. The Health Department must be allowed to make health inspections at least two hours prior to the event start time. Contracted concessionaires will not, under any circumstances, be permitted to serve food until the inspection has been completed. For additional Permit information please contact:

Cincinnati Health Department  
Dale Grigsby, Supervising Sanitarian  
513-564-1770

The City of Cincinnati requires propane permits and fire safety inspections for those using propane. For additional Fire Safety Permits information:

Cincinnati Fire Department  
513-431-0462

### **6. Access to Grounds:**

Concessionaires will be granted access to event grounds at 8:00 am on September 6, 2009 for Riverfest. All vehicles must be off event site by 10:00 AM August 31, 2008

### **Breakdown and Clean-up:**

*Each Concessionaire is required to provide install, and remove 90lb rolled roofing to cover all floor surfaces of tent. 1/2 inch plywood must be placed under all cooking areas.*

If using charcoal, please remember this must be disposed of off site. All grease must be disposed of only in the specified containers. All boxes must be broken down and placed behind booth for pickup. Cleaning of your cooking equipment must be done off site. All garbage is to be taken to designated dumpsters throughout the event to prevent build-up. Concessionaire is responsible to supply adequate plastic containers and plastic trash bags for the interior of each location. Concessionaire is fully responsible for the clean-up of their specified area of service. Concessionaires, by signing this contract, agree to pay a fine of \$100.00 to HAWAIIAN FIVE-OH if they are found to have left any trash or other similar disposable materials on the grounds following event clean-up period. **PLEASE, under no circumstances set up anything on the grassy area or drive any vehicle across the grass.**

Riverfest clean-up must be completed by 2:00 AM on September 7th..

### **7. Advertising:**

All Concessionaires must display sales signs in a professional manner. A sample of signage must be approved by HAWAIIAN FIVE-OH at least 21 days prior to the event.

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**8. Certificate of Insurance and Indemnity:**

All Concessionaires must submit with the signed agreement, a Certificate of Insurance in the amount of \$1,000,000 Naming Hawaiian Five-OH, Clear Channel Events and Cincinnati Recreation Commission as additional insured. Concessionaires by signing application agree to indemnify wholly and completely from any and all claims, causes of action, liabilities and expenses (including attorney's fees) resulting from any injury or claimed injury arising from the Contractor's performance under this agreement.

**9. Damages:**

Concessionaire is liable for any and all damages caused by the concessionaire for any reason whatsoever.

**10. Termination:**

This agreement shall continue from May 1, 2008 to Sept 30, 2008, unless it is sooner terminated by either party by giving at least 30 days written notice to the other party in the event of a material default and irremediable breach of any of the obligations under this Agreement by the other party.

**12. Payments:**

**Riverfest Site Fee:** A non-refundable site fee of \$575.00 **per single location (10x20 maximum)** must be paid by July 1, 2008 and \$475.00 **per additional location or additional space** . In **addition**, a commission of **ten percent (10%)** on all gross proceeds must be paid to contractor by September 14, 2009

Payments must be submitted with a report of event sales.

**13. Entire Agreement:**

By signing the application, the vendor has agreed with all of the rules, regulations, specifications, and submissions, incorporated herein, shall be deemed to be in its entirety. No changes or adjustments shall be deemed to be valid without the written approval of both parties.

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