

Southern Maryland Brew & BBQ Festival

Food Vendor Agreement

Dates: July 31-August 2, 2015

Location: St. Mary's County Fairgrounds 42455 Fairgrounds Road, Leonardtown MD 20650

[Get Directions](#)

Event Hours: Friday 4PM – 10 PM
Saturday 12 PM – 10 PM
Sunday 12PM-6PM

Vendors must be set up and open during all hours of the festival. Vehicles will not be permitted to move during hours of operation.

Event Information: Full Effect Live! Entertainment Group is pleased to bring to Southern Maryland a nationally sanctioned Kansas City Barbeque Society competition as featured on the Food Network and Destination America's BBQ Pitmasters. Southern Maryland Brew & BBQ is a two-day festival featuring a variety of events, attractions, food and entertainment for all ages. The setting is the St. Mary's County Fairgrounds situated just sixty miles south of our Nation's Capital on Maryland's middle peninsula. Join us for a weekend packed with live music, rides, games, unique vendors, fantastic food and a delicious craft beer and wine garden.

Application Deadline: Application and payment are due no later than June 1, 2015

Investment: Single food - \$400 for a 10' x 15' space with electric.
Full service - \$700 for a 10' x 20' space with electric.

Discounts are available for the purchase of multiple spaces.

As a food vendor, you must complete and forward an Application to Operate a Temporary Food Service Facility to the St. Mary's County Health Department, along with the appropriate fees. All rules and regulations of the St. Mary's County Health Department must be adhered to during the festival. There will be health department representatives checking the event.

[Download Application to Operate a Temporary Food Service Facility St. Mary's County MD](#)

Please read the following information carefully before completing the application.

Selection Process

All prospective food vendors must submit the following by June 1, 2015.

- Completed application form with payment in full
- Proposed menu with pricing
- Current photograph of operation

- Layout of site footprint

Selection Criteria

The selection criteria is based on, but not limited to:

- Quality of offerings
- Experience
- Ability to serve thousands of patrons in outdoor weather
- Appearance of overall set-up
- Unique or regional cuisine
- Reasonable prices and value

Food vendors who are accepted will receive written notification by June 14, 2015.

Southern Maryland Brew & BBQ Festival must approve all menu items and prices and only those items listed on the accepted application may be sold. Any changes to proposed menu after Southern Maryland Brew & BBQ Festival must approve acceptance.

Space is limited and a paid application is not a guarantee of acceptance. You will be notified in writing of acceptance no later than June 14, 2015.

Business Legal Name: _____

Trade Name: _____

Address: _____

Business License Number: _____ **Sales Tax Number:** _____

Phone: _____ **Email:** _____

Item(s) being sold: _____

Mobile Units: If your operation is from a mobile unit, please give dimensions: ____ft. x ____ft.

Space rental: Single food - \$400 for a 10' x 15' space with electric.
Full service - \$700 for a 10' x 20' space with electric.

Additional footage: _____ ft. x \$10 sq. ft. = \$_____

Total Due: \$_____

Recitals:

The Vendor agrees to each and all clauses set forth in this agreement and identified in the Southern Maryland Brew & BBQ Festival application herein incorporated by reference.

Failure by the Vendor to abide by any clauses set forth in this agreement of the Southern Maryland Brew & BBQ Festival gives Full Effect Live! Entertainment Group Inc. (hereinafter known as the Organizer) and/or the authorized agents of the Organizer, the right to (1) immediately terminate this agreement (2) require Vendor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises, and (3) forfeit any and all fees paid to Organizer for the right and privilege of participating as a Vendor of the Southern Maryland Brew & BBQ Festival. No clauses of this agreement may be changed in any way or altered without the written, signed permission of the Organizer.

1. The Organizer agrees to provide each the Vendor of the Southern Maryland Brew & BBQ Festival with a 10 x 15 or 10 x 20 space at the St. Mary's County Fairgrounds. The Vendor must provide a tent, tables, and electrical power, unless otherwise specified. In the event the Vendor fails to appear at the Festival and claim their reserved space by 1:00 PM, Eastern Time Zone, on Friday, July 31, 2015, the Organizer reserves the right to assign, and or resell, such space to another prospective Vendor without further notice, nor refund, to the undersigned Vendor. If it appears, or it is necessary, for the undersigned Vendor to arrive later than the time noted above, it is the undersigned's responsibility to notify and make arrangements with Melissa Carnes, Vendor Coordinator, at 410-474-2958 or locketsrock@yahoo.com
2. Vendor agrees to obey all rules and instructions as directed by the Organizers Vendor Coordinators during the festival weekend. Any failure to strictly adhere to such instructions may result in the immediate termination of this agreement and immediate forfeitures of any and all fees paid to the Organizer.
3. Vendor agrees and acknowledges that household pets and amplified sound, within or around your designated booth space is strictly prohibited. Any violation herein shall be considered a material breach of this agreement by the Vendor and shall result in immediate termination of this agreement and forfeiture of any and all fees paid to the Organizer.
4. Vendor agrees and acknowledges abiding by all directions by the Organizer, which seeks to protect the environment and infrastructure of the St. Mary's County Fairgrounds and the safety of festival patrons. Vendor hereby acknowledges its liability, and agrees to compensate the Organizer, for any damage(s) caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, materials, objects to the environs and infrastructure of the fairgrounds, which causes the Organizer to pay for the repair, replacement, or other remuneration to the Organizer for such damage to the environs or infrastructure of the fairgrounds.

5. Out of fairness and consideration of all festival participants, Vendor acknowledges and agrees to only utilize such square footage contained within the confines of its space, and not to extend beyond 3 feet directly in front of its booth, for any sales, distribution, or other solicitation by the Organizers participant. Vendor acknowledges and agrees that they are strictly prohibited from “canvassing” or otherwise roaming the Festival Grounds in any effort to promote its space’s purpose. The Organizer will make every reasonable effort, as allowed by law; to prohibit any unauthorized “canvassing.”

6. As a courtesy to other exhibitors and festival participants, any amplified sound and loud noise from your booth is prohibited. Additionally, the Vendor acknowledges and agrees that any material of an adult nature shall be displayed subject to the Federal, State, and Local rules, laws, and regulations, regarding the display of such materials, which may be considered obscene or objectionable for view by minors.

7. The Organizer reserves the right to prohibit, within any Vendor booth or on the festival grounds, the display, advertisement, or other promotion of any business, company, or organization which may be in conflict with a current Organizer sponsor or preferred vendor. Any questions concerning current Organizer sponsors or preferred vendors should be directed to Melissa Carnes, Vendor Coordinator, at 410-474-2958 or locketsrock@yahoo.com prior to the event.

8. Vendor shall not display, offer for view or sell any illegal or contraband items. The laws of the State of Maryland and local ordinances of St. Mary’s County shall control. Vendor shall not display, offer for view or sell any items that are unlicensed and/or copies/interpretations of licensed or registered items at any and all sites and operations.

9. Vendor shall not display, offer for view, take orders for, sell, or solicit for donation any items that are imprinted, emblazoned or marked in any manner with any and all the words “Southern Maryland Brew & BBQ Festival.” Even when printed with other words, Vendors shall not offer phrases, logos or artwork with any variations of these words.

10. Vendors shall not sublet their space to anyone.

11. Vendor acknowledges and understands that they are responsible for sales and use tax and shall in no way hold the Organizer or its representatives responsible for any type of permits other than for the festival itself. Vendor is responsible for the acts, and all costs associated with, any and all its employees and volunteers. No Vendor shall hold itself out as an Agent of the Organizer. **You MUST obtain a Maryland Sales Tax number** for the purpose of reporting sales tax collected to the State of Maryland. **You must also obtain a Business License** from the Clerk of the Circuit Court for St. Mary’s County, Maryland. The sales tax number can be obtained on-line at www.marylandtaxes.com. After you obtain the sales tax number, you MUST obtain your business license at least seven days prior to the event. You should contact the Clerk of the Court Office for St. Mary’s County.

Exception: If you receive less than 10% of your annual gross income from your sale at this show and you have not participated in more than three (3) shows in the past year, you **DO NOT** have

to obtain a Maryland Sales Tax Number. If this applies to you please contact Melissa Carnes, Vendor Coordinator, at 410-474-2958 or locketsrock@yahoo.com to have the application form sent to you.

12. Cancellations / Refund Policy / No Shows: A 75% refund will be given with a written request received by June 1, 2015 if the space can be filled from an approved waiting list. No refunds will be given for any request received after June 2, 2015.

13. The Organizer will provide limited overnight security at the festival site on Friday, July 31, 2015, Saturday, August 1, 2015, and Sunday, August 2, 2015, however, the Organizer accepts no responsibility for items left overnight. Vendors are solely responsible for the security of all items in their space at all times.

14. The Organizer makes no representation or guarantees towards actual festival attendance.

15. Vendor understands that the Organizer has no control over weather, acts of God, acts of terrorism, or governmental intervention, or any other cause that may prevent and alter and or interrupt, the festival weekend, and participants shall hold the Organizer harmless for any losses that could arise because of such event.

16. The Organizer reserves the right to place Vendors in a space location at the complete discretion of the Organizer. The Organizer shall have sole and complete authority to place the participant in any location on the festival grounds, irrespective of the participant's request. The Organizer makes no representation, nor does it guarantee any volume of "foot-traffic" of festival guests in any area of the grounds. The Organizer cannot speculate, nor control, the popularity of one area of the festival over the other.

17. Vendor upon vacating their booth space(s) will ensure that such space shall be free of any and all trash or refuse with such being placed in the appropriate containers. Failure of the Vendors to clean their booth site may result in the future denial of Vendor participation.

18. Vendor participant certifies that it maintains adequate liability insurance to cover any and all occurrences, which may result in the damage or injury to any person who may be a patron within the confines of the Vendor participant's booth space. It is the vendors' responsibility to properly secure tent and property in the event of inclement weather conditions.

19. Pets are not allowed.

20. Signs/Banners/Tents shall be made of a flame retardant material and proof of such fire retardant rating shall be made available to the County Fire Marshal upon request. Failure to have such fire retardant rating information available could result in the immediate closure of the Vendor's operation until such information is satisfactorily provided. Any losses or damages by Vendor are hereby waived against the Organizer, for failure to have such information readily available for inspection by the Fire Marshal.

Any modification of this agreement shall be null and void unless said modification is set forth in writing by the said parties.

This agreement incorporates all agreements and understandings, either oral and or written, between the parties and has not excluded any term contemplated prior to the signatures of the parties.

This agreement has been read, understood and entered into freely, voluntarily and absent of duress by the parties signed below.

In order to process this application, the agreement must be signed, dated and returned. Any applications received without the agreement signed will be considered void and will not be processed. No application is complete without payment. Full Effect Live! Entertainment Group Inc. reserves the right to refuse any applicant for any reason with or without cause.

Send check payable to: Full Effect Live! Entertainment Group Inc. c/o Southern Maryland Brew & BBQ Festival, 22608 Three Notch Road Lexington Park, MD 20653.

Payment method: ____ Check enclosed or ____ Credit Card (MC and VISA only)

Card number: _____ Expiration date: _____

Name that appears on card: _____

Signature: _____ Print name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Vendor signature: _____ **Date:** _____

Title: _____