



Washington's ONLY Professional Motorcycle Hillclimb Event!

2018 NORTHWEST NITRO NATIONALS

Food Concession Application/Contract

Please complete all four pages of the application and return to:
Northwest Nitro Nationals, PO Box 25 Grandview, WA 98930

CONCESSIONAIRE: (Please print or type)

Organization Name _____ Date _____

Mailing Address _____ Email _____

City/State/Zip _____

Contact Person: _____

Phone: HOME _____ CELL _____

FAX _____ EMAIL _____

Subject to the Terms and Conditions in all sections and schedules of this application and subsequent documents and upon acceptance of this application by Northwest Nitro Nationals, LLC, hereinafter referred to as "**Management**", the undersigned, hereinafter referred to as "**Concessionaire**", agrees to lease, from Management, Food and Beverage Concession Space for the duration of the 2018 Northwest Nitro Nationals event.

IT IS AGREED: Concessionaire, wishes to contract for _____x_____ space Food and Beverage Concession Space from Management, and certifies that he/she is authorized to sign this application on behalf of the above-named organization and submits the following specific menu choices for consideration by Management as protected item(s) as outlined herein.

Food Products:

Upon acceptance in writing of this application by Management and mailing or delivery of Concessionaire's copy with approved Menu Choices hereof to Concessionaire, and this Agreement shall become a binding and enforceable contract between the parties. It is further understood that cashing of Concessionaire's deposit check in no way implies acceptance as a Food and Beverage Concessionaire and, if for whatever reason the application is rejected, Management will either return Concessionaire's deposit check or issue a refund check on Management's account.

Terms and Conditions

ACCEPTANCE

A. Menus

Concessionaire shall be entitled to only the approved menu items.

1. Space Size: _____
2. Supplementary Items

Any Concessionaire may sell certain side items deemed as supplementary by Management which must be noted in this agreement.

EQUIPMENT REMOVAL AND CLEAN UP

Concessionaire agrees to follow these guidelines as follows:

- a. Removal of all equipment, personal possessions, and refuse so as to have the area clean by 5:00 PM, Monday, May 7th, 2018.
- b. Assessment of any damages caused by Concessionaire to the grounds and/or equipment supplied by Management.
- c. Wood pallets must be stacked at the back of the booth space for removal by Management.
- d. Used or hot charcoal and/or ashes must be placed in a suitable **metal** container at the back of the booth space for removal by Management.
- e. Used or hot oil/grease must be placed in a suitable **metal** container with lid (provided by Management) at the back of the booth space for removal by Management.

Management will provide appropriate trash receptacles (roll offs dumpsters, totters, etc.) at strategic location(s) within the event site. Before, during and after the festival Concessionaire is responsible for removing all trash from their area to the receptacles provided as described herein. Management contracts for the removal of trash from "common areas within the festival site". However, this contract does not provide for the removal of trash from Concessionaire booths.

ELECTRICAL

Management shall include basic electrical service (with appropriate circuits) in the cost of the space rental. All equipment and/or appliances must have an approved plug cord disconnect.

Concessionaire must supply any special plugs with mating receptacles to Management.

PROPANE GAS

Concessionaire may use propane gas in their booth; it is your responsibility to contact a supplier and make arrangements for hook-up & delivery of propane gas.

HOURS

The hours of the Food and Beverage Concession shall correspond with the event hours of operations and shall not be less than the following, but may be increased in hours:

Friday	May 4, 2018	8:00AM to 6:00PM
Saturday	May 5, 2018	8:00AM to 6:00PM
Sunday	May 6, 2018	8:00AM to 5:00PM

INSURANCE AND LIABILITY

Neither Management nor Dry Creek Recreation, LLC, shall be responsible for loss or damage occurring to the Concessionaire from any cause. Concessionaire agrees to protect and save harmless Management and Dry Creek Recreation, LLC, against any and all claims for loss, damage to person, persons (including Concessionaire and his employees and/or guests), or property arising out of the activities of the Concessionaire, his agents, subcontractors, employees or guests, to defend Management and Dry Creek Recreation, LLC, against any and all such claims and to reimburse and indemnify Management and Dry Creek Recreation, LLC, for any loss, damage, expense or payment suffered thereby.

Concessionaire is required to provide a Certificate of Insurance to Management no later than March, 1, 2018. This Certificate must be issued by the Concessionaire's carrier and signed by the agent and must include General Liability Insurance in an amount not less than \$2 million, Product Liability Insurance endorsement and including as additional insured "**Northwest Nitro Nationals, LLC**" AND "**Dry Creek Recreation, LLC**".

OFFICIAL PRODUCTS AND SUPPLIERS - FOOD and NONFOOD PRODUCTS

Management reserves the right to designate Official Product(s) and/or Official Supplier(s). Under no circumstances will any other product or supplier be allowed in an Official category. Concessionaire may elect not to sell an Official Product(s). However, if Concessionaire elects to SELL OR USE such a product Management will provide prices at which Official Product(s) must be sold.

PARKING

Parking is by special permit and in designated areas only. Concessionaire will receive two (2) passes for on-site parking at the Festival grounds during the hours of operation of the Festival. All others are subject to towing away at owner's expense.

PAYMENTS

The payment of **100% of the total fee** must accompany this application. Depositing of deposit check does not imply acceptance into the Northwest Nitro Nationals event. **If the application is not accepted the money will be refunded or the check returned. In the event Concessionaire fails to make payments as provided herein, all rights to space and to all payments previously made shall be forfeited. Upon demand, Concessionaire must pay the balance of any fees due. See payment schedule on page 4 of this agreement.**

GREEN PRODUCTS

The "Management" requires the Concessionaire to use only biodegradable items for serving their food products. Plastic & styrofoam trays, dishes, plates, etc. are strictly prohibited.

RAIN

There is no rain date and rental fees are not refundable.

RESTRICTIONS

Management reserves the right to exclude, restrict or remove without refund Concessionaires that are deemed by Management unsuitable or objectionable. This restriction applies, but is not limited, to noise, P.A. systems, persons, animals, birds, things, conduct, printed matter or anything of a character which may be objectionable to the Event or Management.

REGULATORY REQUIREMENTS

Concessionaire expressly agrees to secure all necessary licenses and/or permits and to pay all such required fees and expenses. Further, Concessionaire agrees to comply with all public regulations

including but not limited to the State of Washington Health Code rules. Rejection or suspension of Concessionaire's license(s)/permit(s) by agencies of the County of Yakima or the State of Washington shall not terminate or amend Concessionaire's obligations to Management hereunder.

SET-UP

Booth set-up must be completed by 2:00 PM on Thursday, May 3rd, at 5pm, for inspection by the proper authorities and must be manned by Concessionaire or a representative at that time. Concessionaire will be able to set up the booth beginning Thursday, May 3rd, at 8:00 AM.

SPACE FEE AND LOCATION

Management agrees to supply Concessionaire with space as indicated above for which Concessionaire agrees to pay a space rental of _____. The determination of booth location shall be at the sole discretion of Management.

PAYMENT SCHEDULE

By no later than April 5, 2018:

Return signed contract with 100% rental fee.

Failure to meet payment schedule will result in forfeiture of rights to space and all previous payments and or deposits.

Concessionaire has read and understands "Green Products" section of Terms & Conditions as noted on page #3.

CONCESSIONAIRE

Organization Name

Name (Print)

Title

Signature

MANAGEMENT

NORTHWEST NITRO NATIONALS

Teresa Smith

Name (Print)
Northwest Nitro Nationals, Marketing Director

Title

Signature