



CONCESSIONAIRE APPLICATION

Each business applying to vend concessions must complete this form and return it to Event Organizers by no later than close of business on **Friday, September 16, 2022** in order to participate in the 2022 OZ CX and UCI Cyclo-cross World Cup – Fayetteville weekend, scheduled for **October 14-16, 2022**. Registration is not confirmed until exhibition terms are agreed upon and signed by both parties.

CONCESSIONAIRE INFORMATION:

Business Name: _____

Contact: _____ Email: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Website: _____

On site Contact: _____ On-site Cell # _____

VEHICLE AND MEASUREMENTS:

- Food truck _____
- Food trailer _____
- Stand or tent _____
- Other (please describe) _____

CATEGORY:

- Nonalcoholic beverage (coffee, lemonade, etc)
- Savory / Meals
- Snacks
- Sweets / dessert

Event organizers must approve all menu items to be sold. Please attach a copy of your menu or a detailed list of all products(s) that you plan to distribute, sell or display.

INTERNET ACCESS AND POWER HOOK UPS:

Concessionaires are provided internet WiFi access and power hook ups at no additional cost and do not need to bring a generator to power your truck/trailer. Please describe your precise power hook up needs, and if possible, attach a photo from your food truck's/trailer's power hook up outlet-connection/port-terminal with your application: _____

CONCESSIONS FEES:

Please withhold payment until you have been confirmed as a Concessionaire. The fee for being is concessionaire at the 3-day event is \$250 with no revenue sharing. Concessionaire fees are **nonrefundable**, and due on or before **September 30, 2022**. An invoice will be sent to the email listed above in order to pay online with a credit card, debit card, or ACH bank draft. Only full payments accepted.



GENERAL RULES AND REGULATIONS.

1. You will receive a confirmation packet with detailed instructions on Concessionaire badges, load-in and load-out, additional amenities and other matters in a separate communication closer to the event date.
2. Hotel information can be found on the official website www.cyclocrossfayettevillear2022.com
3. Your booth location will be chosen by event organizers, on a first-come, first-serve basis to ensure the best flow of traffic on event grounds.
4. Event organizers Ozark Outdoor Foundation, Medalist Sports and the UCI reserve the right to accept or reject your application.
5. It is prohibited for a Concessionaire to pack up or leave the event before it concludes unless event organizers have granted an exception in writing.
6. If Concessionaire or its officers, directors, employees, agents, representatives, contractors, or volunteers damage their area or event property or equipment, the damages must be replaced or repaired by the Concessionaire.
7. Concessionaires must complete their booth set-up at least one hour prior to the opening of the event. Times will be determined later in a separate communication closer to the event.
8. After the event concludes, the Concessionaires' merchandise and displays must be removed as per removal deadlines in final materials.
9. The Concessionaire shall not assign or sublet the booth without the approval of Event Organizers.
10. Event Organizers have the sole discretion and authority to address any and all matters associated with the Concessionaire, whether or not that matter or issue is addressed in this application and agreement.
11. The concessions fee is not refundable unless organizers decide to cancel the event. If the event is cancelled, the Concessionaire fee shall be refunded less a pro rata share of expenses actually incurred by Event Organizers relating to the event.
12. A waiver of any terms and conditions in this agreement by Event Organizers shall not constitute a waiver of any other term or condition.
13. If any provision of this agreement shall be found to be contrary to law, such provision shall be stricken, and the remaining provisions of this Agreement shall remain in full force and effect.
14. The headings of the sections are inserted for convenience only and are not intended to be a part of or to affect the meaning or interpretation of this agreement.
15. Provisions of this agreement which, by their terms, contain continuing obligations shall survive the termination or expiration of the Term of this Agreement.
16. Sales Tax must be collected and remitted to the Arkansas Department of Revenue under a Special Event Permit. A Sales Tax form will be provided at check in for each day of the event. Concessionaire should complete the required form each day and return to the Arkansas Department of Revenue per instructions on form.
17. Insurance and Indemnification - please see attached.

Please initial to confirm receipt of *General Rules and Regulations* _____

**For questions about exhibition logistics, amenities, or further information, please contact:
Brannon Pack – bpack@experiencefayetteville.com**



INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION REQUIREMENTS:

To the fullest extent permitted by applicable law, Concessionaire shall indemnify, defend and hold harmless the Ozark Outdoor Foundation, Flanders Classics, the City of Fayetteville, AR, Medalist Sports LLC, USA Cycling, Inc. and their respective parent, subsidiary and affiliated companies and each of their respective officers, directors, partners, shareholders, members, agents, employees, volunteers, contractors and other representatives (the “Indemnified Parties”), from and against any and all claims, demands, damages, liabilities, lawsuits, losses or expenses, including without limitation, interest, penalties, reasonable attorney fees, and all amounts paid in the investigation, defense, or settlement of any or all of the foregoing (collectively, the “Claims”) arising out of, based on or in any other manner related to: (1) Concessionaire’s operations and activities, performance of services or delivery of products associated in any way with the 2022 OZ CX and UCI Cyclo-cross World Cup – Fayetteville event; (2) any negligent act, omission or willful conduct by Concessionaire or its officers, employees, agents and other representatives; (3) any product liability, product defect, warranty or other Claim arising out of strict liability in tort for the products or services of Concessionaire; and (4) any act or omission by or on behalf of Concessionaire undertaken in connection with its use of exhibition space at the 2022 OZ CX and UCI Cyclo-cross World Cup – Fayetteville Expo.

INSURANCE REQUIREMENTS:

For the duration of the Concessionaire’s involvement with the 2022 OZ CX and UCI Cyclo-cross World Cup - Fayetteville Expo, Concessionaire shall provide and maintain, at its expense, the following insurance policies:

(1) General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, products-completed operations, personal and advertising injury, premises damage legal liability, property damage and bodily injury liability (including death);

(2) Auto Liability & Physical Damage insurance covering liability arising out of Concessionaire’s use, operation or maintenance of any vehicle (whether owned, non-owned, leased, hired or borrowed), with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage.

(3) Workers’ Compensation insurance covering Concessionaire’s employees with coverage and limits as required by statutory law, including Employer’s Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.

(4) Any other insurance necessary and appropriate for covering the Concessionaire’s operations and activities in connection with the 2022 OZ CX and UCI Cyclo-cross World Cup – Fayetteville event and related Expo.

All such insurance to be maintained by Concessionaire shall be (1) primary to and non-contributory with any insurance maintained by the Indemnified Parties (as defined in the Indemnification section above); and (2) shall be written by insurance companies with ratings of “A” or better in the latest edition of the A.M. Best key rating guide. Concessionaire shall provide Event Organizers with at least thirty (30) days prior written notice if any of the required insurance is going to be materially changed, reduced or cancelled.

Policies (1) and (2) above shall be endorsed to include the Indemnified Parties as Additional Insureds with respect to the operations or any negligent acts or omissions of Concessionaire.



Acknowledgement and Acceptance of Terms:

By signing below, you are making a commitment for your organization to actively participate in the 2022 OZ CX and UCI Cyclo-cross World Cup – Fayetteville event and hereby agree to comply with the Indemnification and Insurance requirements attached hereto.

Concessionaire Signature: _____ Date: _____

Event Organizer Signature: _____ Date: _____

**Please submit any questions or completed applications to:
Brannon Pack at bpack@experiencefayetteville.com**

Reminder: All applications are due by 5:00pm Friday, September 16, 2022 and payments are due by 5:00pm Friday, September 30, 2022