



2023 OBON FESTIVAL Food Truck Application Form

Food Truck Information

Company Name: _____ Contact Person's Name: _____
Mailing Address: _____
Phone Number: _____ Email: _____
Website: _____
Social Media @ _____ Social Media Site: _____
Description of products/services _____

IMPORTANT INFORMATION PLEASE READ IN FULL, THIS IS ALSO CONSIDERED A LEGAL AND BINDING CONTRACT TO ALL THAT SUBMIT.

Please send this completed application and any questions to info@jascentralohio.org

Obon Festival Tentative Times

August 12, 2023	1:00 pm	Set-Up Begins
	4:00 pm	Festival Opens
	8:00 pm	Festival Closes

Food Truck Space

Each food truck space is **\$200**. You will be parking your food truck in the roadside parking on Riverside Drive. Two car spaces will be provided for each food truck. The parking sequence is first come first serve. You can park in the order you arrive, at your desirable location along the roadside parking. JASCO volunteers will procure the parking lot and will be present to guide you at venue.

The food truck space price does not include power or communication. There are electrical outlets at the venue. We recommend you bring your own long extension cord.

You can book your food truck and make payment of \$200 online at:
[LINK](#)

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Alternatively, you can also make checks payable to **Japan-America Society of Central Ohio (JASCO)**, and mail them to

**565 Metro Place South Suite 300
Dublin, Ohio 43017**

Food truck spaces must be paid by July 12, 2023

COVID-19

We request that you and all representatives of your company take precautions. Japan-America Society of Central Ohio (JASCO) is not responsible in any manner for any risks related to COVID-19 in connection with the event.

Food Truck Space Cancellations

Food truck spaces cannot be refunded or canceled. Please contact us at info@jascentralohio.org if you have registered but will no longer be able to attend the 2023 Obon Festival.

Banned Items

These items cannot be sold under any circumstances at Obon Festival.

- Any illegal or unlicensed goods, services, substances
- Weapons of any kind
- Any offensive or inappropriate materials deemed illegal to sell to minors under age 18
- Any alcoholic beverages or tobacco products

Contract Terms and Conditions

This Document forms the basis of an agreement between Japan-America Society of Central Ohio, hereinafter referred to as "JASCO," and the food truck vendors who wish to sell food products at Obon Festival, herein known as "Vendor" or "Vendors." JASCO is the host organizer and promoter of entertainment and services at Obon Festival. JASCO has contracted with the Riverside Crossing Park, hereinafter referred to as "Venue," located within the City of Dublin, to hold the 2023 Obon Festival at the Venue on August 12, 2023.

Each Vendor shall be responsible for, and shall indemnify, hold harmless and defend from and against, any injury, damages, defacement or loss to any property of the Venue, the City of Dublin or JASCO or any of their respective affiliates, officers, directors, employees, members, volunteers, contractors, representatives, owners, affiliates or agents, was arising from or out of or by reason of any acts or omissions of the Vendor or any of its employees or agents in connection with the festival. Each Vendor's liability shall include, without limitation, all losses, costs, damages, or expenses (including reasonable attorneys' fees) arising from or out of or by reason of any accident, injury to person or property, other occurrence to any person or persons, including the Vendor and its employees, representatives and agents, relating to the Vendor's

occupancy and use of the Venue or any part thereof.

1. JASCO has contracted with the Venue and pursuant to the terms of that contract has the authority to provide Vendor spaces for the festival. Vendor hereby enters into a contract with JASCO for Vendor space at the festival. JASCO shall be responsible for coordinating with the Venue for the preliminary setup for the festival. JASCO will not be held liable for providing electricity and/or telephone access at the festival.
2. JASCO agrees to provide roughly two car parking space at the festival to Vendors by no later than 2:00 pm on Saturday, August 12, 2023.
3. Space Assignment: JASCO shall use its best efforts to locate the vendor space in appropriate areas. Nevertheless, JASCO reserves the right to change the location assignments at any time, in its sole discretion.
4. JASCO agrees to be responsible for promoting the festival. JASCO makes no representations as to the number of attendees and/or customers who will be in attendance.
5. Each Vendor shall be responsible for the actual setup of its displays, including loading and unloading its own materials. JASCO shall not be liable for any loss or damage to any Vendor's property or for any personal injury suffered by any Vendor or any of its employees, representatives or agents. All displays, chairs, tables, and merchandise must be maintained within each Vendor's designated area.
6. There shall be no smoking or fire hazard objects within any Vendor's space, or at the Venue, at any time.
7. There shall be no consumption or possession of alcoholic beverages in the Vendor's space, or at the Venue during the festival in general.
8. All Vendors shall have a signed copy of the Obon Festival Vendor Application Contract (this document) on file with JASCO. No Vendor shall be allowed to sell merchandise or services at the Venue without having a signed copy on file with JASCO.
9. Vendors may play audio devices at moderate volume.
10. JASCO has the right to take pictures of any food truck for any reason deemed necessary. Vendors shall allow JASCO to use the pictures for advertising, archival, or other reasons.
11. All Vendors are required to comply with all federal, state, and local laws, regulations and ordinances regarding the collection of any and all required taxes and the obtaining of any and all valid licenses required to participate as Vendors.
12. A Vendor may only be permitted to sell food and/or beverages at the Venue during the festival if it has a signed copy of the Food Truck Form (this form) on file with JASCO.
13. All Food Vendors must provide **\$1 Discount** to all guests who have bought entry ticket for the festival from JASCO.
14. All food must be cooked **on-site** or **cooked at a commercial kitchen/facility**.
15. Food Vendors should also submit a copy of their **food license** to JASCO.
16. No Vendor shall sell any goods or material that infringes upon the copyrights, trademarks or other intellectual property rights of any other party under applicable federal, state, and local laws, regulations and ordinances. Any Vendor selling goods and material which infringes upon any such copyrights, trademarks or other intellectual

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property rights of any other party will be expelled from the Venue and such action will result in immediate termination of this contract without refund. JASCO reserves the right to inspect questionable materials at any time.

17. Vendors shall not display any materials which are deemed offensive or inappropriate, as determined in the sole discretion of JASCO. Furthermore, Vendors shall not sell any materials deemed illegal to sell to minors under the age of 18. Vendors who fail to comply with the prohibitions contained in this paragraph will be expelled from the Venue and such action will result in immediate termination of this contract without refund.
18. Each Vendor is responsible for providing its own insurance, if desirable, to protect the Vendor and its employees, representatives and agents, and their respective property, from damage, loss, theft, harm or injury. Neither JASCO nor the City of Dublin or the Venue will obtain insurance on Vendor's behalf. Each Vendor is solely responsible for its own company exhibited material, goods, samples, and other property.
19. Each Vendor releases, waives, discharges, and covenants not to sue JASCO, the City of Dublin and the Venue and their respective affiliates, officers, directors, employees, members, volunteers, contractors, representatives, owners, affiliates, agents, successors and assigns (the "Released Parties") from and with respect to any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to with the Vendor's participation in the festival at the Venue, except solely to the extent that any of the foregoing is directly caused by any gross negligence or willful misconduct of the Released Party.

Certificate of Insurance

Each food truck is required to submit a Certificate of Insurance. Please obtain this certificate from your insurance agent and the certificate must contain the following information.

Certificate Holder:

Japan-America Society of Central Ohio (JASCO)
565 Metro Place South, Suite 300, Dublin, Ohio 43017-5283

Coverage Dates: August 12, 2023

A certificate is provided at no additional cost by your insurance carrier and is a document from your insurance carrier that verifies that you and your employees are insured.

Insurance Certificate Waiver

Liability - This agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between JASCO and Vendor. Vendor hereby agrees to and does indemnify, hold harmless and defend JASCO, from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever, including but not limited to cost, interest, and attorney's fees which JASCO, may incur, be put to, pay or be required to pay, incident to or arising directly or indirectly from any act or omission by Vendors or any of its employees, servant, or agents. Vendors further agrees that JASCO, and their respective agents and employees, and the exhibit facility shall not be responsible in any way for (i) damage, loss or destruction of any property of Vendors or (ii) injury to vendors or its representatives, agency, employees, licensees or invitees.

Legal Company Name: _____

Exhibiting/Trade Name: _____

Authorized Contract Signer Name: _____

Title of Signer: _____

Vendor's Signature: _____ Date: _____

Signature

By signing this application, I hereby agree that I have read and understand and agree to the rules and regulations of the 2023 JASCO Obon Festival as outlined in this application form.

Applicant's Signature

Date