

2025 FOOD CONCESSION TERMS AND CONDITIONS:



The following represent the agreements and understandings between Owner and Concessionaire. It is the responsibility of the Concessionaire to notify the Owner regarding changes in leadership within the business, the correct contact person, address, telephone numbers, etc.

Hours: Oktoberfest 2025 (“Event”) hours will be as follows with all sales ceasing at stated closing times – note some evenings will begin earlier to facilitate shuttle operations.

Wednesday, Oct. 15 3:00pm – 11:00pm

Thursday, Oct. 16 4:00pm – 11:00pm

Friday, Oct. 17 11:00am – 1:00am

Saturday, Oct. 18 11:00am – 1:00am

Sunday, Oct. 19 11:00am – 6:00pm

Concessionaire is required to remain open during the hours listed above. Concessionaires MUST be operational for Health Department inspection by NOON ON WEDNESDAY, OCTOBER 15, 2025. Any fees assessed by the Health Department are the responsibility of each Concessionaire. All electrical and/or propane appliances must be hooked up and ready by this time. Non-compliance with maintaining open hours or inspections will result in immediate termination of this contract and removal from Event grounds, and the possibility of probation for future Events. **THERE WILL BE NO EXCEPTIONS.**

Space Reservation Fee:

1. Based on the size(s), number and type(s) of your vending space(s), your non-refundable **Space Reservation Fee** (“Fee”) of «M__Total_Booth_Deposit__» plus applicable clean-up deposits is due with the submission of this agreement.
2. The Fee must be received prior to **June 1, 2025 (“Fee Deadline”)** or Concessionaire will forfeit their space.
3. The Fee must be paid by Corporate Check, Cashier’s Check or Credit Card to Owner prior to the Fee Deadline. The Fee is **credited towards the Commission due to Owner at the final settlement.**

Refundable Clean-up Deposit:

Concessionaire shall pay a refundable Clean-up Deposit (“Deposit”) of **\$250 per space (which may be two spaces per a single location)**. This Deposit shall be paid in advance along with Space Reservation Fee and is fully refundable if the space used by Concessionaire is cleaned properly, including any flooring provided by Owner, and proper sanitation manners and methods are used throughout the event to maintain a clean and healthy space. If Concessionaire is found to be in default of this clause, proper notification shall be made to correct the situation. If no action is taken or the situation has not been corrected, then action will be taken by Owner which may include immediate closure, and Deposit will be used without recourse by Concessionaire to correct the situation and withheld.

Event Commission/Fee:

Concessionaire agrees to tender to Owner «M__Commission__» (“Fee”) of the daily gross receipts. Payment of all sales taxes will be the responsibility of Tulsa Oktoberfest, Inc. (“Owner”).

Provisions:

Owner agrees to provide the following services and items only in return for the designated Commission called for in this agreement:

1. **Service Space:** Owner will provide the space detailed in this agreement for the purposes of selling food and/or beverage to the patrons of Event.
2. **Electrical Service:** Concessionaire MUST provide a detailed electrical request, specifying all appliances and uses including total amperages, phase needs and voltages. This shall become part of this Agreement. Concessionaire is responsible for providing his or her own panel for electric service with necessary distribution to appliances within his or her space. Please do not assume this information is on file from prior years – it MUST be included in this Agreement or the service will not be provided.

3. **Wastewater Collection:** Concessionaire MUST provide a detailed Wastewater Collection request, specifying the number and size of holding tanks needed. This request shall become part of this Agreement. Please do not assume this information is on file from prior years – it MUST be included in this Agreement or the service will not be provided. Note: If at any time grey water is discharged onto the Event grounds, whether intentional or not, the actions causing this discharge shall cease immediately and the issue rectified. If the discharge continues, for whatever reason, Concessionaire will be held accountable and shall be asked to leave the premises immediately without recourse. Deposit will be kept for clean-up purposes and an immediate five-year probation for future involvement with Owner and Event shall commence.
4. **Potable Water:** Concessionaire is responsible for providing RV quality water hose from service point to his/her space.
5. **Trash Service:** Concessionaire is responsible for breaking down all boxes, without exception, and placing in a location accessible by clean-up personnel, but may NOT be placed in the public right-of-way. Clean up personnel shall be contacted by Concessionaire when additional clean-up is necessary, and/or shall take trash materials to the clean-up facility in the Service Pavilion. Any refuse found to be intruding into the public right-of-way during event hours will be the responsibility of the Concessionaire to remove immediately. Failure to do so will result in immediate suspension of operations until the refuse is removed.
6. **Tents:** Owner will NOT provide tent(s) for use by Concessionaire unless requested by Concessionaire, arranged for in advance and made a part of this agreement, with the EXCEPTION of tents along the HauptStrasse which shall be provided by Owner by default. Any required additional fees shall be paid for in advance by Concessionaire.
7. **Mesh/Screening:** Owner will NOT provide screening for use by Concessionaire unless requested by Concessionaire, approved by Owner and arranged for in advance and made a part of this agreement.
8. **Flooring:** Owner will NOT provide the flooring for use by Concessionaire unless requested by Concessionaire, arranged for in advance and made a part of this agreement, with the EXCEPTION of the flooring surfaces in the pavilions and tents located along the HauptStrasse, which will be provided by Owner by default; **however, this surface must be covered completely by either a rolled roofing surface, plywood or other impermeable layer by the Concessionaire to prevent grease and/or other food contaminants to affect the provided flooring.** Cleaning of this flooring will be the responsibility of the Concessionaire. Any required additional fees shall be paid for in advance by Concessionaire.
9. **Grease Service/Container:** Owner will NOT provide a Grease Container for use by Concessionaire unless specifically requested by Concessionaire, arranged for in advance and made a part of this agreement. If a container is not requested in advance and made a part of this agreement, and Concessionaire still uses Grease in cooking, Concessionaire is responsible for the removal of 100% of the Grease and shall not leave any Grease behind in any other container. If at any time Grease is found to be discharged onto the Event grounds, whether intentional or not, then the actions causing this discharge shall cease immediately and the issue rectified. If the discharge continues, for whatever reason, Concessionaire will be held accountable and Owner shall use all means necessary to properly affect cleanup, including the withholding of the Cleanup Deposit.
10. **Lighting:** Owner will NOT provide lighting of any sort for any space used by Concessionaire. LIGHTING IS THE SOLE RESPONSIBILITY OF THE CONCESSIONAIRE. The electric requirements necessary for Concession-provided lighting should be included in the schedule of electrical needs for the purpose of adequately providing the electric necessary for the space(s).
11. **Insurance:** Please refer to the Rules and Regulations noted in Addendum A in this Agreement for required product and general liability insurance needs. By signing this Agreement, you hereby agree to provide the insurance defined in this Agreement and must be on file prior to set-up of Concessionaire. Concessionaire will not be allowed to set up if Insurance is not on file.
12. **Transactions:** Credit cards or Owner-sold Fest Cards shall be the only form of payment accepted for sales of any item(s) during Oktoberfest using Owner provided devices; HOWEVER, we may from time-to-time initiate promotional programs to enhance sales, which may include approved chits, tokens or other elements (“Promotional Tokens”). You will be NOTIFIED in advance of any promotional program using Promotional Tokens, and examples of the promotional items will be provided. These will be turned in to the finance office at the close of business each day.
13. **SOFT DRINKS AND WATER:** Concessionaire may elect to sell soft drinks (Pepsi) and/or water (Pepsi) (“Soft Drinks/Water”). All Soft Drinks/Water will retail for \$4. All Soft Drinks/Water must be purchased through the Product Supply Committee. Absolutely no outside product will allow to be brought in for any reason. Case prices are detailed on the Soft Drinks/Water order form./

14. There will be no refund of any Commissions or Guarantee for any reason.

TULSA OKTOBERFEST 2025

ADDENDUM A: Oktoberfest Concessionaire Contract Rules & Regulations for 2025

Liability Release: Upon signature of this contract, Concessionaire releases and forever discharges Owner, River Parks Authority, City of Tulsa and Tulsa County, all sponsoring organizations and their directors, officers, responsibility, personal liability claims, loss in damage arising out of or in conjunction with Concessionaire's participation in Oktoberfest, in Tulsa, OK. Concessionaire understands that they may be held financially responsible for any damage due to their fault. This contract shall be governed by the laws of the State of Oklahoma.

Deadlines: The Concessionaire agrees to provide the contract, tent space rental fee, insurance, exact menu, prices and services and electrical needs to be used during Oktoberfest by June 1, 2025. Prices listed on said menu are firm and may not be changed during Event. All Concessionaires shall have ample supply of approved menu items for the duration of the Event. Should Concessionaires begin to run out of product, the Food Committee Chairman must approve any substitutions to the menu. **NOTE:** Contracts not meeting the deadlines, or those submitted incompletely will not be accepted.

Menu: Concessionaire must provide their final menu on enclosed Form B. Owner reserves the right to final approval on the menu items and can deny certain items in order to keep variety in the Event. No additions or changes to the menu will be allowed during the Event.

Insurance: Owner requires Concessionaire, at its own expense, to maintain in full force and effect, insurance policies written by an insurance company authorized to do business in the State of Oklahoma, in such form and with such endorsement as shall protect Owner against any and all such damages, loss, claims or expenses resulting from services listed in this contract. Specifically, Concessionaire shall maintain Comprehensive General Liability insurance in the following amounts:

- **Bodily injury:** \$2,000,000 per occurrence
- **Bodily injury:** \$2,000,000 multiple claimants any single accident.
- **Property Damage:** \$100,000 per occurrence or combined single limit: \$1,000,000
- **Workers Compensation:** Statutory Employer's Liability Insurance: \$100,000 each accident, if applicable.
- **Product Liability Insurance:** Same as Bodily injury
- **Liquor Liability Insurance:** If selling alcoholic beverages, Same as Bodily Injury
- **Said policies must specifically name:** 1) Tulsa Oktoberfest, Inc. 2) River Parks Authority 3) Downie Productions, Inc. 4) City of Tulsa, OK and 5) Tulsa County, OK and 6) Bavarian Festivals, Inc. as "Additional Named Insureds: thereunder, and until such policies of insurance reflecting such coverage has been submitted to and approved by Owner, this contract shall be without force or effect.
- **Certificate of Insurance:** A certificate of insurance shall be furnished to Owner at the following address: Owner, 2121 S Columbia Ave., Suite 205, Tulsa, OK 74114 or faxed to (918) 596-2004 or emailed to admin@tulsaoktoberfest.org.
- **Important Note:** These entities must be named as "**Additional Insureds.**" This is not the same as "Certificate Holder". See your insurance agent – this is the most common reason for rejected certificates.)

Liability: Owner, its officers, directors, employees and volunteers; The River Parks Authority, The City of Tulsa, Tulsa County, Downie Productions, Inc. and/or sponsors shall assume neither liability nor responsibility for the personal property or persons of the Concessionaire immediately preceding, during or following the Event.

Owner, its officers, directors, employees and volunteers, the River Parks Authority, The City of Tulsa, Tulsa County, Downie Productions, Inc. and/or sponsors shall be indemnified and held free and harmless from all liability occasioned by any case whatsoever arising from the Concessionaire's actions and shall not be responsible for any accident, damage or theft to any person or article employed by or in the possession of the Concessionaire while on the grounds of Owner

Services and Products Rendered: Concessionaire hereby agrees that Owner shall have the sole right to determine if the services being presented by Concessionaire constitute a nuisance or are disturbing the peace during the operation

of Oktoberfest. Owner may require or demand alteration in the operation by personnel of Concessionaire to comply with their judgment in this regard.

Other Terms and Conditions:

- A. The Concessionaire agrees to comply with the City/County Health Department requirements for temporary food service operation, herein attached as “Exhibit A” and included as a part of this contract.
- B. Concessionaire agrees to comply with “Money Handling Procedures” herein attached as “Exhibit B” and included as a part of this contract. Concessionaire agrees to only accept Credit Cards for payment on items sold. **No cash transactions are allowed.**
- C. Concessionaire shall select a designated person to be responsible for communicating with the Oktoberfest Finance Office. This person will be the only authorized agent for the Concessionaire’s device(s), logins and other procedures.
- D. Owner shall approve ALL products sold from each Concessionaire, including beverages. Concessionaire may elect to serve bottled carbonated beverages, power drinks and water “Products”; however, all Products of this type shall be purchased through Oktoberfest and MUST be sold by or distributed through Pepsi (“Sponsor”). A Product order shall be placed (if so desired) in advance using this agreement, or via email to the Oktoberfest office no later than ten (10) days prior to the opening of the Event. Product costs will be determined based on published rates by Sponsor. Product cooling bins will be at the Concessionaire’s discretion and management – Oktoberfest will not provide coolers. Product must be picked up at the Product Supply office – delivery directly to Concessionaire’s location may not be available. Product costs will be deducted at final Settlement. **All bottled beverages/products/water MUST be purchased through Owner. Violation of this clause will be cause for immediate dismissal from the Event without refund.**
- E. There shall be NO BARTERING/EXCHANGING of any item and/or service for food between members of any Event Committee, Event Volunteers, and/or Event Staff with Concessionaire and its employees and/or volunteers.
- F. Concessionaire must provide one standard “K” style fire extinguisher as per Tulsa Fire Department regulations.
- G. Concessionaire agrees to provide all necessary equipment, i.e.: tables, chairs, refrigeration, and heavy-duty three-wire grounded electrical cords necessary for the operation the food concession.
- H. NO PERSONAL VEHICLES will be allowed on the Event area, defined as any area within the boundaries of the admissions fence, during operating hours.
- I. Owner reserves the right to terminate the contract and take possession of the specified booth space and to remove Concessionaire therefrom in the event Owner determines, in its exclusive judgment, that the Concessionaire is not abiding by terms or conditions of this contract. Failure to abide by Event policies, operating procedures and standards of good conduct for all Event related activities may result in immediate sanctions and possible permanent exclusion from future Events. Event reserves the right to ask any Concessionaire to remove items from their booth that are deemed inappropriate.
- J. The possession of illicit drugs and/or firearms is prohibited during the operations of Oktoberfest. Intoxication by a Concessionaire will not be tolerated.
- K. Concessionaire consents to assignment of booth space(s) by Event, at such location as Owner shall determine. Owner reserves the right for a proper purpose to reassign booth locations to the operators of food booths at any time prior to beginning of Event. All Concessionaire equipment and supplies must be contained within the booth area or designated area and is the sole responsibility of the Concessionaire to maintain.
- L. No booth space may be sub-rented to any other Concessionaire, group or individual.
- M. It is agreed and understood that the Event is outdoors and subject to adverse weather conditions. In the event of adverse weather conditions, every effort will be to proceed with Owner depending upon the severity of the conditions.
- N. The property and/or grounds of the River West Festival Park may not be damaged or altered, this includes the dumping of any gray water, grease or trash. If damaged or altered, the Deposit may be retained AND any additional costs necessary shall be recovered by any means possible, including charging credit cards used for advance payments. Payment will be made to the River Parks Authority (“RPA”) by Concessionaire based upon the damage estimate and invoice provided by RPA and vendor will be subject to immediate removal from the Event and up to five years’ probation from serving at future Events.
- O. Any disputes involving Concessionaires are subject to arbitration by the Oktoberfest Festival Director. The Director’s decision is final.

- P. No cancellations of this contract by Concessionaire will be accepted by Owner after August 115, 2025. This contract shall be governed by the State of Oklahoma.

LIABILITY WAIVER AND RELEASE OF CLAIMS:

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with Owner and the Event, and I willingly engage in this Event.

RELEASE AND WAIVER.

CONCESSIONAIRE HEREBY RELEASE, WAIVES AND FOREVER DISCHARGES ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST TULSA OKTOBERFEST, INC. AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

ASSUMPTION OF THE RISK. Concessionaire acknowledges and understands the following:

As a participant, Concessionaire recognizes that its participation, involvement and/or attendance at any Owner Event is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Event, Concessionaire acknowledges and assumes all risks and dangers associated with its participation and/or attendance, and agrees that: (a) Tulsa Oktoberfest, Inc. (b) the property or site owner of the Event, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Event, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE EVENT, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

SALES PROCEDURES

Credit Cards: Caterer shall use Event provided credit card devices for processing all payments. All transactions will be by Credit Card; however, there may be chits and/or coupons available to patrons for use, and Festival Geld (Money) Cards to convert cash to Festival Gift Cards for patrons who wish to use cash. **Under no circumstances shall cash be accepted in exchange for Products.** Violation of this clause shall be cause for immediate closure and dismissal from the Event with no refund of fees. All prices of the Products shall be stated clearly. Your Festival Fee is detailed in this agreement.

Checks will be available by **Thursday, October 24** at 1:00 PM at the Owner's offices for payment for Concessionaires' portion of the receipts, which will be the gross sales minus the percentage payment to Owner, minus any outstanding Fees, advances or Additional Services. OWNER will be responsible for collecting and paying all sales.

*****It will be the policy of Owner, that any vendor observed accepting cash without the expressed permission of Owner, will, upon the FIRST violation, be closed down for the remainder of the Event. * * ***

CONTACT INFO:

Tulsa Oktoberfest, Inc, Attention Vendor Administrator
2121 S Columbia Ave., Suite 205, Tulsa, OK 74114
admin@tulsaoktoberfest.org | www.tulsaoktoberfest.org