



# 2025 Fall Fest in the Hills

Brooke Hills Park, 140 Gist Lane, Wellsburg, WV 26070

## Food Truck Application

**PLEASE complete online or PRINT neatly:**

**VENDOR'S NAME** \_\_\_\_\_

**BUSINESS NAME** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**TELEPHONE NUMBER** \_\_\_\_\_ **Home** \_\_\_\_ **Cell** \_\_\_\_

**E-MAIL** \_\_\_\_\_

**PRODUCTS SOLD:** \_\_\_\_\_

**TENT:** \_\_\_\_ **TRAILER** \_\_\_\_

**INSURANCE:** \_\_\_\_\_

Company Name and Agent

\_\_\_\_\_  
Address & Phone

\_\_\_\_\_  
Coverage

**FEE:** \$200 - INCLUDES WATER AND 110 ELECTRIC SERVICE

**ELECTRIC:** QUIET GENERATOR? Y\_\_ N\_\_ 110 ELECTRIC \_\_\_\_ 220-50 AMP ELECTRIC \$40 \_\_\_\_

TOTAL DUE: \_\_\_\_\_

**Checks made payable to:** KC PRODUCTIONS LLC *No cash or credit card option*

**Mail completed application, certificate of insurance and check to:**

KC Productions LLC, 953 National Road #209, Wheeling, WV 26003

**Event Times:** Saturday October 11, 2025 10:00 am - 6:00 pm  
Sunday October 12, 2025 10:00 am - 4:00 pm

**Brooke Hills Park 140 Gist Lane, Wellsburg, WV 26070**

# 2025 FALL FEST IN THE HILLS FOOD TRUCK VENDOR SPECIFICATIONS & REQUIREMENTS

1. SET UP: Vendor agrees to follow set up times and will be fully set up at specified time (9:30am on Saturday & Sunday).
2. SECURITY: Security will be provided throughout the event and overnight. However, KC Productions LLC and Brooke Hills Park are not held liable for lost or stolen merchandise.
3. Applications will not be reviewed unless accompanied by images and payment in full. Payment in full is due at time of application for consideration for the event.
4. We cannot save any space. Applications are reviewed and accepted until the event is filled.
5. Only pre-approved items are permitted to be displayed and sold.
6. Vendor may not sublet any portion of their space to another vendor. Vendors may not display or sell other vendors merchandise without prior approval by KC Productions LLC. Vendors may not submit an application on behalf of another vendor or submit an application under an assumed name.
7. Food: KC Productions LLC will determine through its selection process whether product is acceptable. Vendor can display and sell only accepted product as listed on the attached application.
8. PRICES: Food prices must be clearly displayed.
9. ALCOHOL: The serving or distribution of alcoholic beverages by vendors is forbidden.
10. KC Productions LLC requires that each food truck vendor carries insurance at their own expense.
11. Vendors are responsible for tents, tables, chairs, lights.
12. Each food truck vendor shall be solely responsible for obtaining all permits and for complying with all safety, health, and fire codes. You must have a fire extinguisher at your location if you are dealing with any electronic, cooking, or grilling equipment.
13. The use of individual generators is prohibited unless you are equipped with a quiet generator. The park will provide access to a power source. You must provide the power cord that can be plugged into a standard plug- in or generator plug. 220V electric service is available at an additional charge. You must indicate on your application whether or not you are a heavy electric load user. Proper to code 220v or 110v hookups are required.
14. Water will be available, but you are responsible for containers to bring it to your location.
15. Indemnification and Insurance: You are solely responsible for any injuries, accidents, or losses which may be sustained as a result of your vending operations at Fall Fest in the Hills. KC Productions LLC and Brooke Hills Park hall have no responsibility for any accident or injury caused by your activities. You must maintain your own liability insurance and have proof of insurance available during the event for inspection purposes. By participating in the Fall Fest in the Hills, you are agreeing to indemnify and hold harmless from any damages, lawsuits, or claims arising out of any injuries or accidents occasioned by your activities.  
**Please send a copy of your insurance certificate with your application.**
16. No radios, televisions, or public address systems permitted in your booth without prior consent of KC Productions LLC.
17. No alcohol or smoking/vaping is permitted in or near your booth at any time.
18. Only service animals as defined by the Americans with Disabilities Act are permitted. Therapy/emotional support animals are not recommended by the ADA.
19. Vendor truck must be staffed and open during all hours.
20. Bulk trash must be taken to dumpster at the close of business each day. Boxes must be broken down. Please keep your area clean and uncluttered.
21. KC Productions LLC will not be liable for refunds or any other liabilities whatsoever for the failure to fulfill this contract due to the event being canceled, being before or during the show due to fire or other calamity, or by an act of God, or due to a public health emergency, pandemic, public enemy, strikes, statutes, ordinances or legal authority or any other act beyond the control of KC Productions LLC, which makes it impossible or impractical to hold the event. The event is held rain or shine - no refunds issued for poor weather conditions.
22. KC Productions LLC reserves the right to provide the contact information, including names, phone numbers, email addresses, etc., of vendors to customers and/or media.
23. Please know that KC Productions LLC commits a substantial amount of advertising dollars for each event - TV, radio, digital (Facebook & Google), newspapers, road signs, flyers, banners, social media and email blasts.

This contract shall be deemed to have been made in the State of West Virginia and shall be interpreted in accordance with the laws of such state. In the event that legal action is required to enforce this contract or any of the terms thereof, such action shall be brought in the Courts of Brooke County, West Virginia, and the vendor expressly consents the jurisdiction of such courts. The parties agree to accept service of process in such action by ordinary mail sent to their business addresses as set forth in this contract. This cover letter, specifications and requirements, and application/contract (4 pages total) represent the entire agreement between KC Productions LLC and the vendor. Vendor agrees to pay for attorney fees for KC Productions LLC and vendor for any action brought by vendor.

Initials \_\_\_\_\_

**2025 FALL FEST IN THE HILLS FOOD TRUCK VENDOR  
TERMS & CONDITIONS - RELEASE & WAIVER**

If accepted, I/we the applicant/s (hereafter the "Vendor") have read this Application and Contract, and Event Specifications and Requirements (listed on the back of the cover letter), and agree to abide by them in full. Vendor further agrees that if Vendor cancels out of the event, then Vendor forfeits the entire booth fee. The Vendor also agrees that booth fee is non-transferable. Undersigned Vendor and his/her agent/s or assign/s do expressly, forever and irrevocably release KC Productions, LLC and the Brooke Hills Park, its officers, managers, employees and agents, (together the "Released Parties") of and from any liabilities, damages, injuries or losses, of any kind or nature, which may arise from the licensing and/or participation by the Vendor in this event. Vendor and its agents, heirs and/or assigns hereby irrevocably agree to indemnify, defend and hold harmless the Released Parties from and against any and all liabilities, damages, injuries, claims, losses and costs (including reasonable attorney's fees) related to or resulting from: (i) Vendor's violation of the Specifications & Requirements and/or the Application and Contract; (ii) personal injury caused to any third party by Vendor and/or Vendor's merchandise and/or by Vendor's agents, employees and/or representatives; (iii) Vendor's participation in this event; (iv) Vendor's use or sale of any items or materials which violate or allegedly violate any copyrights, trademarks, patents or other rights of any third parties (including but not limited to, intellectual property rights); and (v) any violation of or failure to comply with any applicable state, federal or local laws, regulations, statutes, and/or ordinances by Vendor required license(s) and/or permit(s). Vendor agrees that this is not a lease but only allows the Vendor to use the space provided for the duration of the event. If this Application is accepted, Vendor gives permission to KC Productions, LLC, to use Vendor's name and/or company name, address, telephone number, slides submitted and any photographs or videotape taken at the event of Vendor or Vendor's items for any and all purposes. KC Productions LLC, reserves the right to accept or reject any merchandise/service based upon KC Productions LLC's selection process, at any time, without liability of any kind or nature. Exhibit space not occupied by the opening time on the first day of the event will result in forfeiture of the exhibit space, and the space will be filled with a "wait list" exhibitor. Additionally, this shall be deemed a violation of the Contract and Vendor may be canceled out of future shows at the discretion of KC Productions, LLC, with no refunds. All checks returned for non-sufficient funds (NSF) will be assessed a \$35.00 service fee for each check. Vendor also understands that if Vendor displays items in its booth that were not included and approved when this Application was submitted, Vendor will be required to remove them and/or face expulsion from the event. KC Productions, LLC at its discretion, may change the opening or closing hours of the event each day. Vendor may not display or sell another vendor's merchandise or share their space with another vendor unless approved by KC Productions LLC. Vendor must be open during all event hours. KC Productions, LLC reserves the right to move any event to another site without refund to Vendor. KC Productions, LLC reserves the right to have offenders of any of these Specifications and Requirements and Applications and Contract removed from this event without refund. If KC Productions, LLC voluntarily cancels an event for reasons not outlined, a full refund of fees will be returned to the Vendor with no further financial obligation, liability or penalty to KC Productions, LLC. The Specifications and Requirements and the Application and Contract, as well as the Acceptance of the same, shall be deemed to have been made in the State of West Virginia and shall be interpreted in accordance with the laws of such state without regard to conflicts of law provisions of any jurisdiction. In the event that legal action is required to enforce this contract or any of the terms thereof, such action shall be brought in the Courts of Brooke County, West Virginia, and the Vendor expressly and irrevocably consents to the jurisdiction and venue of such courts. The parties agree to accept service of process by ordinary mail sent to their business addresses as set forth herein. This Acceptance, Specifications and Requirements, and Application and Contract (4-pages total) represent the entire agreement between KC Productions, LLC and Vendor with regard to the subject matter hereof and supersede all prior or contemporaneous agreements or understandings, whether written or oral with regard to such subject matter. Vendor agrees to pay for attorney fees for KC Productions, LLC and Vendor for any action brought by Vendor. Acknowledging all of the foregoing terms and provisions and the terms and provisions set forth in the Specifications and Requirements and the Application and Contract (all of which are hereby incorporated by reference and made a part hereof), by affixing its signature below, Vendor hereby agrees to be legally bound by all such terms and provisions. KC Productions LLC reserves the right to change or alter the Specifications and Requirements and the Application and Contract or the terms of this Acceptance at any time, upon notice to Vendor. In consideration of being allowed to use the Brooke Hills Park facility and participate in this event, I do hereby agree, to the fullest extent permitted by law, as follows: TO WAIVE ALL CLAIMS that they have or may have against the Brooke Hills Park and KC Productions, LLC, arising out of the vendor's participation in the event or the use of any equipment provided by the facility or KC Productions, LLC. TO RELEASE: Brooke Hills Park and KC Productions, LLC, their owners, affiliates, operators, employees, agents and officers from all liability for any loss, damage, injury, death or expense that the vendor (or his/her next of kin) may suffer, arising out of his/her participation in the event and use of the equipment. TO INDEMNIFY the Brooke Hills Park and KC Productions, LLC, their owners, affiliates, operators, employees, agents and officers from all liability for any loss, damage, injury, death or expense that the vendor (or his/her next of kin) may suffer, arising out of his/her participation in the event and use of the equipment.

Signature \_\_\_\_\_

Date \_\_\_\_\_