



**2019 On the Rhine Eatery
Vendor Pop-up Guidelines and Agreement
100 E. Court Street**

On the Rhine Eatery, owned and operated by the Kroger Co., is inviting local business leaders in to our food hall to sell their products. Please read the following guidelines carefully, and sign and acknowledge compliance with the guidelines.

Day: Monday – Sunday

Time: During operation hours only

Contacts:

General Manager: Nick Poulos

Email: nick.poulos@kroger.com

Assistant General Manager: Ali D'Arrigo

Email: ali.d'arrigo@kroger.com

Rental Fee: \$75 per day paid in advanced

Setup:

You are expected to arrive 1 hour before approved time to unload and set up your stand. You may unload at the On the Rhine Kroger's shipping dock located on W. Central Parkway. Or, there are elevators in the parking garage directly to the food hall entrance. Please coordinate with On The Rhine Eatery contact. We will have carts available for transport and a freight elevator to the food hall.

Parking:

Discuss parking needs with On the Rhine Eatery's Manager.

Vendor Notes:

Mobile Food Sales: Menu must be approved by On the Rhine Eatery management. If you sell potentially food with risk, you must apply with your local health officials to receive a mobile food license. Contact the appropriate health official for specific regulations and procedures. Food license must be filed upon application.

Items Cooked on Site: We will provide an on-site mobile cook station, and fire extinguisher.

Ready-to-Eat: Baked goods, dried fruits, etc. Home produced (Cottage Food Producers) or commercially produced requires permits that must be filed upon registration. Contact your local Health Department for more information.

Beverages: You must seek approval from On the Rhine Eatery Management.

Non profit Sales: Non profit organizations must have a documented 501(c)3 Status to sell their products and must be filed upon registration.

General Rules:

1. On the Rhine Eatery's General Manager, and Assistant General Manager are responsible for enforcing all rules.
2. Requests for renting our pop-up vendor space must be made in advance and are given on a first-come, first-serve basis. We reserve the right to determine which vendors may be permitted to use the pop-up vendor space. Please be sure to follow directions carefully and notify the General Manager or Assistant General Manager of On the Rhine Eatery if you are sick or unable to make it. A 24-hour notice needs to be given if you are unable to make it otherwise your rental fee will not be reimbursed.
3. Products for Sale: Vendors must submit with their application a list of specific products they intend to sell. Changes to products must be discussed with the General Manager and/or the Assistant General Manager. Additional products may not be sold without the prior approval by our management team. Failure to adhere, may result in immediate suspension of business within On the Rhine Eatery.
4. Space is limited, so please keep that in mind when deciding how to set up. A mobile Cook station or 6 'table and two chairs will be provided for you.
5. Vendors must bring their own materials. This includes product and sampling needs (plastic sampling supplies, cups, spoons, etc.).
6. Vendors are responsible for safekeeping of all products. Kroger will not be responsible for the loss of any products during the pop-up shop. Vendors are also responsible for all customer transactions. No sales will go through Kroger's point of sale systems.
7. Emergencies do happen, but if there is a history of no-shows or last-minute cancellations, Kroger may limit your participation in the future.
8. Vendors must operate their pop-up station in a manner that is not disruptive to On the Rhine Eatery's and Kroger's business.
9. Social media is important! We ask vendors to post to their social media accounts that they will be selling product at the On the Rhine Eatery. We also ask the following:
 - a. "Like" any of our On the Rhine Eatery social media pages
 - b. Tag us and then post photos or written posts to promote the local activity!

- 10. Cleaning/Safety:** Vendors must follow food safety requirements and all requirements of the Hamilton County Health Department. If vendors are serving/sampling foods, no eating or drinking at the station by vendors is permitted. Failure to clean your rental space and remove debris will result in a \$60 cleaning fee.
- 11.** Copy of your food handlers' card is required if you are sampling/selling food products. It is a requirement of the Health Department and must be provided to the General Manager or Assistant Manager to make a copy and keep on file.
- 12.** If you are selling general merchandise, you will be required to have: a vendor, transient vendor, or out of state seller license. This must be filled upon applying.
- 13.** Children are not permitted to be apart of prepared food production
- 14.** Pets are not permitted in vendor area
- 15.** Vendors shall keep in full force and effect the insurance coverage identified on the attached Exhibit A, with Kroger and its affiliates named as an additional insured thereafter. Vendor shall furnish to Kroger a certificate of such insurance evidencing the coverage required above and providing that there shall be no cancellation or modification in coverage without thirty (30) days advance written notice to Kroger.

Exhibit A:

- 16.** On the Rhine Eatery disclaims all liability with respect to any products offered by the Vendors at the On the Rhine Eatery.
- 17.** The Code of Conduct is an Integral part of this Agreement, the terms of which must be followed by Vendor, and its personnel. The Kroger Code of Conduct can be found at <http://www.thekrogerco.com/docs/statements-policies/code-of-conduct>.
- 18.** Vendor and Kroger are not, and will not be, joint ventures, partners, agents, servants or employees or fiduciaries of the other, and do not have the power to bind or obligate the other.
- 19.** These guidelines are subject to change, in Kroger's sole discretion. Notice of changes will be provided via email to the last known email address on file.
- 20.** Kroger may, at any time and for any reason, ask any vendor to discontinue participation. In addition, Kroger retains sole discretion to discontinue the vendor pop-up station at any time, without notice.
- 21.** Vendor will hold harmless Kroger from and against any claims made by any of Vendor's employees, contractors or representatives while at any Kroger location and expressly waives any insulation from liability or immunity from suit with respect to injuries to Vendor's employees that may be extended to Vendor under any applicable workers' compensation statute or similar law, unless such claim was the sole and proximate result of the gross negligence and/or willful misconduct of Kroger. Kroger will be held harmless from any workers' compensation liens incurred by such claims. Vendor acknowledges that this provision is a reasonable request from Kroger in order to give Vendor employees, contractors and representatives access to the pop-up station.

Please sign below to indicate your agreement to all the above guidelines for participating in On the Rhine Eatery's pop-up vendor station.

Date: _____

Business Name: _____

Name (Print) & Title of Signatory: _____

Signature: _____