



2017 Merchandise Vendor Contract
September 22-24, 2017

MAIN STREET PORT CLINTON HOMECOMING FESTIVAL

Please return signed contract and payment to Main Street Port Clinton Homecoming Festival at the address below.

Main Street Port Clinton Homecoming Festival
110 Madison Street • Port Clinton, Ohio 43452
419-734-5503

Read this entire Agreement carefully. Completed contracts, payment, and required documents must be submitted to Main Street Port Clinton via fax, email, or mail by September 1, 2017. Vendors are solely responsible for obtaining all permits, licenses, and certificates of Liability Insurance as required herein. Submitting all required paperwork with signature and payment shall act as agreement to all terms, rules, and regulations. Violations of this agreement could result in penalty fees and/or removal from Festival grounds without refund.

SECTION 1.0 YOUR INFORMATION

Organization: _____ Ohio Vendor License #: _____
 Name of Owner: _____ Cell Phone: _____
 Owner Email: _____
 Address (Street, City, ST, Zip): _____
 On Site Contact: _____ Cell Phone: _____

SECTION 1.1 PERMITTED ITEMS FOR SALE

Please describe the type of display and items you wish to sell. **MANDATORY.** You will be notified no later than September 15, 2017 if there is a problem or concern about any items. If no contact is made, you may assume your items have been approved. Any additions or deletions must be approved by Main Street Port Clinton before September 15, 2017. All approvals must be in writing. **Beverages may not be sold or dispensed by merchandise vendors.** _____

SECTION 2.0 VENDING FEES & REQUIRED PAPERWORK

Frontage: \$75 for 12 feet or less of frontage and \$10 per foot beyond 12 feet. Frontage is considered your main service area side and should include necessary pedestrian space if selling on sides of vendor space. Frontage is measured from end to end including wings, awnings, flaps, tent legs, signs, etc.

Electric: 110 Volts per site is included in frontage cost.

Garbage: Included in frontage cost. Please utilize the correct dumpsters when disposing of waste. It is the vendor's duty to inform all employees/volunteers of these procedures.

SECTION 2.1 SUMMARY OF CHARGES & LOGISTICAL REQUESTS:

Area Requested: Frontage _____ feet by Depth: **Not to exceed 12 feet in depth.**

Do you have additional stock trucks? YES NO Description: _____

- | | |
|---|-------------------|
| A. Site Cost (example: 12 Feet Frontage = \$75 or 16 Feet Frontage = \$)115 | \$ _____ |
| B. TOTAL COST | \$ = _____ |
| C. Port Clinton Area Chamber Member Discount (subtract 10% if current member) | \$ - _____ |
| D. Early Bird Discount (subtract \$25 in full payment received by August 1, 2017) | \$ - _____ |
| E. Balance (due on or before September 1, 2017) | \$ = _____ |

SECTION 3.0 TERMS AND CONDITIONS (Read carefully and initial at left where indicated)

SECTION 3.1 DEADLINES & PAYMENT

_____ Initials

THE DEADLINE DATE IS SEPTEMBER 1, 2017. Vendor space rental must be paid on or before the deadline and remitted with this Agreement. All vendors are applying to be a vendor at the Port Clinton Homecoming Festival. This is not a contract for space, and may not be resold or subleased in any fashion. Any returned check shall be subject to a \$25 returned item fee per instance. Any such fee must be paid before a vendor space is assigned.

SECTION 3.2 HOURS OF OPERATION, SETUP & TEARDOWN

_____ Initials

Merchandise Vendor specifically agrees herein to provide full service during the course of the entire Festival, subject to a penalty of \$100 per hour for any full hour during which the vendor is unable to comply due to vendor's lack of stock or personnel.

Festival Operating Hours:

Fri, September 22: 5pm-11pm Sat, September 23: 11am-11pm Sun, September 24: 11am-3pm **(Merchandise vendors are required to remain open until 8pm on Friday September 22nd and Saturday September 23rd. If desired, you may remain open until the festival closes at 11pm)**

Setup must occur between 9am-3pm Friday, September 22. **Breakdown** may begin on Sunday, September 24 at 3:00pm. **SETUP AND BREAKDOWN MAY ONLY OCCUR DURING THESE STATED TIME PERIODS.** Early dismantle is not allowed under any circumstances. All trash and debris must be cleared from vendor area at Festival close. Failure to properly clear grounds shall result in a \$75 cleanup fee assessment

SECTION 3.3 VENDOR SPACE

_____ Initials

Vendor spaces are assigned on a first come, first served basis. Main Street Port Clinton will determine locations of all vendors and occasionally last minute adjustments will need to be made to accommodate unforeseen dilemmas. Vendors are not guaranteed their given space until electric connection has been made. Please note location requests in the white space near logistical requests on the first page. All returning vendors will be given priority based on seniority for requested locations.

Vendors are not permitted to solicit outside YOUR provided vendor space at any time. This includes offering samples, walking the festival with flyers, or otherwise soliciting outside YOUR vendor space.

Your vending space must be safe for pedestrians and customers. All overhangs, awnings, stakes, and posts must be adequately concealed, marked, or raised so as to ensure the safety of pedestrians. **ONE SIGN** shorter than 4 feet is allowed per vendor in aisle ways. All walkways and aisles must be kept clear for traffic flow and emergency vehicles and personnel.

SECTION 3.4 ELECTRIC NEEDS & PROPANE

_____ Initials

All propane tanks must be securely fastened (top & bottom) to a fixed object. All connections must be secure and tested daily. The local authorities will inspect you, possibly every day, to ensure that your area meets local and state regulations. Please contact the Ottawa County Health Department or the Port Clinton Fire Department should you have any questions prior to the event.

The vendor, including all of its owners, agents, employees or assigns, hereby releases and waives any and all claims for personal injury, product liability, theft or other damage, against Main Street Port Clinton and/or the City of Port Clinton, hereinafter MSPC & City, its agents, contractors, successors and assigns, from or otherwise pertaining to the space and equipment rental hereunder, and Vendors expressly assume the risk of rain, wind, lightning and other weather related elements on the days of the expressly disclaims any obligation or representation related to the number of persons to be attending the Festival or the revenue to be derived there from.

SECTION 3.5

WASTE

No waste may be dumped onto the ground or into the storm drains. Anyone caught dumping into the storm drains may face charges from local and/or State officials.

_____ Initials

Vendors agree to use provided waste containers (dumpsters) for disposal of waste at all times.

At the end of the Festival, waste must be placed in these containers, or removed from the site completely. Failure to clean your site may cause your organization to be banned from future Festivals.

There will be absolutely NO CAMPING in the Port Clinton Homecoming Festival during this event.

SECTION 3.6

CAMPING &
SECURITY

Security is provided; however MSPC or the City are not liable for any thefts or losses incurred by the Vendor. It is our recommendation that all vendors secure their products adequately at the end of the night as over night security are not responsible for guarding individual vendor spaces. All losses should be reported to the Port Clinton Police Department at 419-734-3121 and at the Port Clinton Homecoming Festival Office. Sleeping in your vendor tent on Festival grounds is prohibited.

_____ Initials

Any and all injuries and/or accidents should be reported to the Port Clinton Homecoming Festival Office.

SECTION 3.7

CODE OF
CONDUCT

The Vendor's conduct shall be professional and family friendly at all times. Main Street Port Clinton is a non-profit organization dependent on support from our Festival visitors, local residents, and City government. As a Port Clinton Homecoming Festival Vendor you are assuming part of the image maintained by MSPC and should act respectfully.

_____ Initials

Vendor/Vendor relationships should be professional. Any problems between Vendors should be reported to the Port Clinton Homecoming Festival Office where conflicts can be discussed out of sight of Festival attendees.

Disputes between Vendors and Port Clinton Homecoming Festival Staff or Volunteers should be discussed with Main Street Program Manager or Board Members for Main Street Port Clinton. Contact information is available at the Festival Office.

SECTION 4.0

OTHER TERMS AND CONDITIONS

SECTION 4.1

ASSIGNMENT &
GOVERNING LAW

This contract may not be assigned by the Vendor to any other party, nor may the space or location be shared with any other party or vendor without the expressed, written approval of MSPC. Vendors that are not on premise by **3:00pm on Friday, September 22** shall be subject to forfeiture of fee and assignment of their space to standby applicants at MSPC's sole discretion. The contract shall be governed under the statutes of the State of Ohio. No vendor or exhibitor may act in a manner contrary to the Laws of the United States, State of Ohio, Ottawa County or the bylaws of MSPC. This contract represents the sole agreement between the parties and no representations, statements or understandings are included as any part of this agreement.

_____ Initials

SECTION 4.2

SIGNATURES FOR
EXCLUSIVE
AGREEMENT

Should you have any questions about any of the items above, or any items regarding this year's Festival, please feel free to contact Main Street Port Clinton at the contact information provided.

Violation of these regulations could result in penalty fees and/or immediate removal from the event without the option of refund. All vendors run the risk of not being invited to attend future Festivals.

Print Owner Name

Sign Owner Name

Date