

# Avon Heritage Duct Tape Festival

June 17 – 19, 2011, Veterans Memorial Park, Avon OH

**Vendor Application/Booth Rental Agreement**

**Deadline for Registration: April 16, 2011**

Name of Business/Organization		Contact Name		Date
Address		City	State	Zip
Telephone No.	Fax No.	Email Address		

**“Booth Space” is a grassy area on the festival grounds.**

**Tents, tables, and chairs are not provided.**

**All tents must be securely staked at all times.**

**Minimum frontage is 10 ft. Additional frontage is available in 5 ft. increments. Maximum booth DEPTH is 10 ft.**  
**When figuring your space requirement, remember to include trailer tongues, awnings, work, and side serving areas, service vehicles, tent stakes, etc.**

**Contact Booth Chairperson for oversize situations.**

Booth Space Frontage	Food Vendor	Retail/Info Vendor	Non-Profit Groups	Total Price
<b>Initial 10 ft Frontage</b>	<b>\$275</b>	<b>\$145</b>	<b>\$100</b>	<b>\$</b>
Additional 5 ft. Increment(s) Required is/are  _____ ft.	\$75 per 5ft.	\$50 per 5 ft	\$30 per 5 ft	\$
<b>Total Booth Space Frontage Required is</b>  _____ ft.				
<b>Electricity</b>	<b># of Outlets</b>	<b>Price Each</b>		<b>\$</b>
110V <input type="checkbox"/> 20 AMPS <input type="checkbox"/> 30 AMPS		\$60 (single receptacle)		\$
220V _____ AMPS		\$75 (single receptacle)		\$
<b>Specify Type of Hook Up Required</b>	<b>Direct Wire</b>	<b>Plug</b>		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Water (water tees and hoses not included)</b>	<b>No. of Water Taps Required</b>	<b>Price Each</b>		<b>\$</b>
	_____	\$20		
<b>Total Payment Enclosed:</b> *Make check(s) payable to <i>Avon Heritage Festival</i>				<b>\$</b>

**List of Products and/or Services.** List all products and/or services that you would like to sell/display at the Festival. Only those items identified by you and approved by the Festival Committee may be sold. **No food and/or beverage items may be sold or distributed for consumption on festival premises by anyone except authorized food vendors.** Accepted Vendors will be notified in writing of specific items that may be sold at the Festival.

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It is understood and agreed by applicants that this entire document constitutes a binding contract between Applicant and the Avon Heritage Festival when, and only when, this contract is countersigned by an authorized officer of the Avon Heritage Festival. Avon Heritage Festival reserves the right to assign space. Acceptance of monies by Avon Heritage Festival under this contract is not binding if said money is returned before the acceptance of this contract by the Avon Heritage Festival.

**Please Reserve Your Space** for the Avon Heritage Duct Tape Festival. In signing this contract, we agree to exhibit under and comply with the accompanying Vendor Policy on Page 3 of this contract, which policies by reference are made a part of this contract.

**For Office Use Only:**  
 Contract Received  
 Contract Approved  
 Payment Received    Check Number: \_\_\_\_\_  
 Vendor Notice of Approval Mailed  
 Booth Space Assignment: \_\_\_\_\_

**Mail Application and Payment to:**

Avon Heritage Festival  
 Attn: Vendor Committee  
 P.O. Box 354  
 Avon, OH 44011

Applicant Signature of Acknowledgment and Acceptance:  
 \_\_\_\_\_ Date: \_\_\_\_\_

The festival grounds are located at 3701 Veterans Memorial Pkwy in Avon. The Parkway is on the South side of Detroit, midway between S.R. 301 and S.R. 611 (just East of Moon Rd.) For a map and other information, visit our website at [www.ducttapefestival.com](http://www.ducttapefestival.com) Confirmation letters will be mailed out during the month of April.

# AVON HERITAGE DUCT TAPE FESTIVAL

## 2011 VENDOR POLICY

Avon Heritage Duct Tape Festival (AHF) and Applicant/Vendor agree that the Booth Rental Agreement shall be governed by the following terms and conditions:

**Reservation of Space and Payment of Booth Rental Cost:** Each Vendor is required to submit a completed application along with booth rental fee on or before **April 16, 2011**. Booth location will be determined by the Avon Heritage Festival Committee. Should your application be rejected by our committee, your check will be returned to you. Checks will not be deposited until after notification of acceptance.

**Fee Schedule and Cancellations:** Booth rental fee is non-refundable and non-transferable unless written notice of cancellation is received 30 days prior to the festival opening date.

**Acceptance:** Upon acceptance, Applicant agrees to abide by all rules set forth by the Avon Heritage Festival Policy and to honor instructions as deemed necessary during the event as issued by the Festival Chairman.

**Cancellation, Rejection or Eviction of Vendor:** AHF reserves the right to reject any prospective Vendor and may regain immediate possession of any rental space and evict Vendor from the Festival for cause, including, but not limited to, a breach of this Agreement. This Agreement is not subject to cancellation by Vendor except as provided herein. AHF reserves the right to evict Vendor from the festival site for behavior which is, or might be, judged detrimental to the successful operation of any Festival function or infringes on the rights of other Vendors. Any such judgment by the Festival Committee is final.

**Unforeseen Events:** AHF cannot guarantee Vendor's protection from loss or insure against loss for any reason. Vendor hereby waives any claim for incidental or consequential damages or compensation resulting from the inability to use the premises and agrees that AHF may retain the portion of payments made by Vendor necessary to cover expenses incurred by the Festival incidental to the opening and management of the Festival through the time of termination. Vendors are urged to insure their equipment or other items at their own expense. AHF will not be responsible for any injury that may occur to any employees, theft, loss of life or damage to any property from any cause whatsoever, regardless of whether management furnishes guards or night watchmen.

**Use and Occupancy: Festival Hours: Friday 4pm - 11pm Saturday 11am – 11pm Sunday 11am – 5pm** AHF may, in its sole discretion, assign, designate or change Vendor's booth area location. The festival will provide:

- (a) *Booth dimensions (as listed on application) to be used for vendor display and sales;*
- (b) *Electrical outlets (if requested in advance and paid for);*
- (c) *Water (if requested in advance and paid for);*

Booth location will be determined by the Avon Heritage Festival Committee. Physical booth is to be provided by the vendor. AHF does not provide booths, just booth space. **Vendor shall staff its booth during all hours of the festival and booth shall not be left unattended until after the publicized closing hour. Booth setup begins Thursday of the festival weekend at 4pm unless other arrangements are made with the booth chairperson in advance. Equipment and fixtures may be removed from the festival site after closing on Sunday. Your booth area must be cleaned when leaving. ALL VENDORS SHALL SUPPLY ONE GENERAL PURPOSE FIRE EXTINGUISHER TO BE KEPT IN EACH BOOTH AT ALL TIMES. If your extinguisher does not have a tag, then please bring your receipt for your extinguisher. All propane tanks must be properly secured. Tents must be flameproof and have sticker sewn on them. Tents must be securely staked at all times. No smoking signs must be posted in each booth/tent.**

**Safety, Cleanliness and Waste:** All Vendors are responsible for maintaining their space in a manner that is both safe and pleasing to their workers and customers. **All trash must be boxed or bagged and placed in the on-site designated dumpster.** No liquid waste can be discharged on the grounds. Vendors are responsible for removing their own property and cleaning their own space at the close of the festival.

**Permits:** Vendor is responsible for obtaining a valid Health Inspection permit and will prominently display during all periods of operation. Please be aware that health, fire, and electrical inspections will occur.

**Sale or Distribution:** Vendors may only distribute approved items as identified on the application and approved by the AHF. No food and/or beverage items may be sold or distributed for consumption on festival premises by anyone except authorized food vendors. All beverages must be of a non-alcoholic nature. **THE AVON HERITAGE FESTIVAL RESERVES ALL RIGHTS TO BEER SALES. NO EXCEPTIONS WILL BE MADE.**

**Right to Enter:** It is agreed that representatives of AHF may, at all times, enter into and upon said premises and examine the same and condition thereof. The Avon Heritage Festival Committee Chairmen and Planning Committee Members, as assigned, reserve the right to examine any product or item sold prior to application approval and periodically during the festival.

**Waiver of Liability:** It is specifically agreed by the parties to this Agreement that AHF, its agents, employees or assignees are in no way liable for any loss, damages or theft of any property belonging to the Vendor while on the site, grounds and area of AHF. The Vendor specifically acknowledges that AHF provides no insurance and accepts no responsibility for any such loss whether the said loss is by accident, act of God, intentional act of destruction or theft.

**Indemnification and Hold Harmless:** Vendor agrees to hold harmless, indemnify and defend AHF, its directors, officers, employees, agents, insurers, successors, assignees and any person or entity to which AHF owes a similar duty of indemnification (each of these persons and entities being referred to for purposes of these indemnifications and hold harmless provisions as AHF) from and against all actions, liabilities, claims, assessments, taxes, fees, charges, losses and expenses associated in any way with the investigation, processing or settlement of a claim whether valid or not, any amount charged by a governmental body, and the attorney's fees which would not have been incurred but for the submission of a claim) arising out of, resulting from or any way associated with or contributed to by an claimed act, omission, negligence, fault or violation of law, regulation or rule by Vendor or any of its employees, agents, others employed directly or indirectly by Vendor, volunteers or other persons in or about Vendor's booth or bulk area.

**No Assignment:** This Agreement is based upon the personal relation between the parties. Vendor shall not have the right to assign, share or sublet this Agreement or any interest in this Agreement and this Agreement shall not be assignable by operation of law without AHF consent. The undersigned has read and agrees to all the terms set forth above, as well as the terms of any attached addenda.