



Reynoldsburg Tomato Festival
August 14th and August 15th, 2009
Huber Park
1520 Davidson Dr. Reynoldsburg

Concessions Vendor Application

Name of Organization or Business: _____

Contact Person: _____

Mailing Address: _____

Phone: _____ Cell Phone: _____

Email Address: _____

Limited electrical connections will be available, please indicate if you will require an electrical connection. Require a 110 electrical box Do not require electric

Please indicate any other special facility requests and the committee will attempt to accommodate your request. _____

Please list all food items that you will offer for sale. Please include all items, as you will be limited to selling only the items that you have listed. Drinks will not be permitted to be sold unless they are purchased from Reynoldsburg Festivals, Inc. for resale.

The undersigned acknowledges this application is for space during the Reynoldsburg Tomato Festival, beginning on: **Friday August 14 at 4:00 PM and terminating on Saturday August 15 at 10:00 PM.**

Reynoldsburg Festivals, Inc. reserves the right to amend the operating hours and days in the event that climatic conditions render the ground unusable or in the event personal safety may be compromised.

This application does not become a binding contract until there are:

- a. Signatures from both parties
- b. A check for the \$50 space fee made payable to Reynoldsburg Festivals, Inc. and sent to P.O. Box 197, Reynoldsburg, OH 43068 along with the required documents.

I have read and understood the Reynoldsburg Tomato Festival Concessions Rules and Regulations, revised 5/28/09, and agree to abide by them as stated. This agreement is solely between Reynoldsburg Festivals Inc. and the listed vendor.

X _____ X _____
Printed Name of Authorized Signatory Title

X _____ X _____
Signature Date

X _____ X _____
RFI Director Signature Date

TOMATO FESTIVAL CONCESSIONS RULES AND REGULATIONS

1. Reynoldsburg Festivals, Inc. reserves the right to revoke the permission to use any space at any time when the business of the vendor is operating contrary to the rules and regulations of Reynoldsburg Tomato Festival, Inc. Vendor spaces may not be sublet, subcontracted, or otherwise placed in the use of persons other than the named vendor in the invitation to apply. Any space remaining unoccupied on the opening day of the festival or any time thereafter may be rented to other persons without notice to the original named vendor on the invitation to apply at the discretion of Reynoldsburg Festivals, Inc.
2. **Vendor Selection:** Vending spots are limited. The Reynoldsburg Festivals executive board will review all applications and accompanying materials. Returning vendors are assessed both on product content as well as past festival participation. **All decisions of the Reynoldsburg Festivals executive board will be final.** Reynoldsburg Festivals executive board reserves the right, but is not required, to limit the number of vendors per item type and to select and limit which of the items listed on your application may be sold. On the application, please list the items you wish to sell in order of preference and importance.
3. **Application Confirmation:** Submission of an application is not a guarantee of acceptance into the festival. Confirmation will be sent in the form of an acceptance or decline letter from the Reynoldsburg Festivals executive board. Any vendors who are not selected will receive a full refund of fees. If your application is accepted, your vendor payment fee will be cashed.
4. **Refunds:** All cancellations must be made in writing and mailed to the Reynoldsburg Festivals, Inc., PO Box 197, Reynoldsburg OH 43068. Cancellation letters received on or before June 30, 2009, will receive a 50% refund of submitted vendor fees. Cancellation letters received after July 1, will receive no refund.
5. Reynoldsburg Festivals, Inc. reserves the exclusive right of placement of the vendor. **No vendor has any product exclusivity.** This agreement permits the sale of the above stipulated items solely at the rental space assigned to the vendor by Reynoldsburg Festivals, Inc. Reynoldsburg Festivals, Inc. has the right to request removal of any products which Reynoldsburg Festivals, Inc. deems inappropriate or harmful.
6. **Reynoldsburg Festivals, Inc. reserves the right to be the exclusive provider of all beverages during the Reynoldsburg Tomato Festival. Should vendors choose to sell beverages, they must be purchased from Reynoldsburg Festivals, Inc., at a discounted price (\$1/ bottle) for re-sale to the public at a pre-determined minimum sales price (\$1.50/ bottle).** Coca-Cola is the exclusive beverage partner of Reynoldsburg Festivals, Inc. and only Coca-Cola products will be offered for sale at the Reynoldsburg Tomato Festival.
7. There will be no distribution of sensitive materials. Reynoldsburg Festivals, Inc. reserves the right to cause removal of items they deem inappropriate for the Festival or of vendors if any or all regulations are not observed during the event. These rights are non-negotiable and will be strictly enforced.
8. Any violation of the above listed regulations will be considered grounds for immediate removal of the vendor from the festival site. One vendor representative must be in attendance at their space during **ALL open hours** of the Festival. Any space left unattended will be subject to removal without refund. Any vendor in violation of this contract may not be invited to future Reynoldsburg Festivals, Inc. events.
9. The vendor shall be responsible for compliance with all city, township, county, state and federal regulations, including Health Department permits. Due to fire, safety and health code regulations, no cooking will be permitted in any tents, nor will any 'home canned' goods be permitted to be sold on the grounds. Any temporary membrane structures (i.e. tents, canopies, awnings, etc.) over 200 square feet are subject to inspection by the City of Reynoldsburg Building Code Inspector, or State or Local Fire Inspectors. Vendors must comply with their decisions.
10. Each vendor certifies that it maintains adequate liability insurance (\$500,000.00) and agrees to be prepared to provide proof of same to Reynoldsburg Festivals, Inc.

11. All vendors must provide signed copies of the attached consent agreement for **ALL** employees / volunteers.
12. The owner takes full legal responsibility for participation and is the party for whom all transactions will be conducted. All sales and income taxes are the responsibility of the vendor.
13. It is expressly understood that the Reynoldsburg Festivals, Inc. shall in **NO WAY** be liable for damage, destruction, theft or loss of any kind to any property or for injury arising out of the use of the space provided, or for the property kept on the Festival grounds. Vendors may be held liable if they are the cause of any injury or accident. Each vendor is responsible for their own safety and property.
14. Two - 15 amp standard 110- outlets will be provided for all vendors as available. Electric will be provided on a "first-come, first-served" basis." Vendors will need to provide their own 100 foot grounded extension cord.
15. Vehicles will not be allowed to drive through the festival site except during set-up and clean-up times. No one will be allowed to drive through the festival site after 3 pm on Friday. If an unauthorized vehicle is found on the grounds, the owner will be directed to remove it immediately. Failure to remove a vehicle will result in the vehicle being towed at the owner's expense.
16. Vendors are required to provide their own display, tent/awnings, tables, chairs, etc., and all items, including trash, must be removed from the grounds within twenty-four (24) hours of the Festival's closing. Removal charges will be imposed for noncompliance.
17. Vendors are not permitted to sell items, and/or hang banners outside of their assigned area. Food preparation/cooking cannot impede walkways or interfere with adjacent vendor activities.
18. Vendors are not permitted to use any audio system at their sites (e.g., for music, announcements, etc.) at any time during the Festival.
19. Vendors are responsible for removing all trash and gray water from your space at the end of each day and placing into the appropriate receptacles. **It is unacceptable to dump gray water into the storm drains.**
20. All applications and the full rental fee **MUST** be received by Reynoldsburg Festivals, Inc. by August 1, 2009; otherwise no reservation will be given to the vendor. All applications are processed on a first received basis.
21. The signing of the Concessions Vendor Application by the vendor hereto is an express agreement to abide by the rules and regulations, as specified by Reynoldsburg Festivals, Inc. If I fail to do so, I know that I can be asked to leave the Festival and will not be refunded my booth fee. If weather conditions become severe, I accept full responsibility for myself, my employees and/or workers. I, the undersigned, intending to be legally bound, hereby, for myself, my heirs, executors and administrators, waive and release any and all rights and claims for losses and damages I may have against Reynoldsburg Festivals, Inc. or the City of Reynoldsburg, and all other parties and their representatives, successors, sponsors, and assignees for any and all injuries and all claims of damages demands and actions whatsoever which may arise as a result of participation in this festival. I hereby grant full permission to any and all forgoing to use photographs, videotapes or motion pictures of this festival for any purpose related to the festival, future festivals, beneficiary or sponsor.

**REYNOLDSBURG FESTIVALS, INC.
EVENT CONSENT AGREEMENT**

I hereby certify that I am over eighteen (18) years of age and of sound mind and body, and hereby agree that I am, and that my organization members and volunteers are, voluntary participants in the Reynoldsburg Festivals, Inc. programs, events and activities

It is further agreed that I/we hereby release Reynoldsburg Festivals, Inc. and the City of Reynoldsburg, its employees, public officials, volunteers, sponsoring agencies, sponsors, advertisers and, if applicable, owners and lessors of premises used to conduct the event from any and all liability for injury, disability, or death to any person or property incident to my own or my child's involvement or participation in these programs.

It is further agreed that I/we assume all risks, both known and unknown, and assume full responsibility for my own or my child's participation.

It is further agreed that I/we will comply with the program's stated and customary terms and conditions for participation. If I observe any concerns about my own participation or my child's participation and/or the event itself, I will remove myself from participation and notify the nearest official.

It is further agreed I/we will indemnify and hold harmless Reynoldsburg Festivals, Inc. and the City of Reynoldsburg, its employees, public officials, volunteers, sponsoring agencies, sponsors, advertisers and, if applicable, owners and lessors of premises used to conduct the event from any liabilities incident to my own or my child's involvement or participation in the Reynoldsburg Festivals, Inc. Program(s), related events and activities.

In executing this agreement, I hereby certify that I have acted voluntarily based on my own knowledge and judgment and have not been influenced by statements of representations not included in this agreement. I further certify that I am an authorized signatory representing the applying vending organization and that, by signing, I bind all organization members and organization volunteers to the same.

X _____ X _____
Printed Name of Authorized Signatory Title

X _____
Signature Date