

Deadline for space rental is July 1, 2011. Space is Limited.

The undersigned acknowledges this application is for space during the 2011 Reynoldsburg Tomato Festival, beginning on **Friday August 19th at 4:00 PM and terminating on Saturday August 20th at 10:00 PM. Set-up and Tear-down time-frames are specified in the Rules & Regulations.**

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 the following are received:

- a. Signatures of both parties on the application
- b. Initialed Rules and Regulations (pages 3 and 4)
- c. Signed Consent Agreement
- d. Check for the space made payable to Reynoldsburg Festivals, Inc.

Send all required materials to P.O. Box 197, Reynoldsburg, OH 43068

I have read and understand the Tomato Festival Arts & Crafts Vendor Rules and Regulations, included with this application, and agree to abide by them as stated. This agreement is solely between Reynoldsburg Festivals, Inc. and the listed Vendor.

X _____ Printed Name of Authorized Signatory	X _____ Title
X _____ Signature	_____ Date
X _____ RFI Director Signature	_____ Date

TOMATO FESTIVAL ARTS & CRAFTS VENDOR RULES AND REGULATIONS

1. Reynoldsburg Festivals, Inc. (RFI) 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 Festivals, Inc. Vendor spaces may not be sublet, subcontracted, or otherwise placed in the use of persons other than the Vendor named in the application. Any space remaining unoccupied at 2:00PM on the opening day of the Festival, or any time thereafter, may be rented to other persons without notice to the original Vendor at the discretion of Reynoldsburg Festivals, Inc.
2. **Vendor Selection:** Vending spots are limited. Reynoldsburg Festivals, Inc.'s 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.** RFI's 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 made by e-mail, telephone, or mail. Any Vendor who is refused 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. A 50% refund will be made for cancellation letters received on or before July 21, 2011. No refund will be made for cancellation letters received after July 21st.
5. Vendor spaces are 10 foot by 10 foot. Reynoldsburg Festivals, Inc. reserves the exclusive right of placement of the Vendor.
6. This agreement permits the sale/presentation of the items which are listed on your application and approved by RFI at the space assigned to the Vendor by Reynoldsburg Festivals, Inc. RFI has the right to request removal of any products which the organizers deem inappropriate or harmful.
7. Raffles for money (i.e. 50/50) are not permitted.
8. **Reynoldsburg Festivals, Inc. reserves the right to be the exclusive provider of all beverages during the Reynoldsburg Tomato Festival.**
9. There will be no distribution of sensitive materials. Reynoldsburg Festivals, Inc. reserves the right to cause removal of items deemed inappropriate for the Festival or to cause removal of Vendors if any or all regulations are not observed during the event. These rights are non-negotiable and will be strictly enforced.
10. One Vendor representative must be in attendance at their space during **ALL open hours** of the Festival. Space left unattended may be forfeited without refund. Any Vendor in violation of this contract may be denied access as a Vendor at future Reynoldsburg Festivals, Inc. events.
11. The Vendor shall be responsible for compliance with all city, township, county, state and federal regulations. Any temporary membrane structures (i.e. tents, canopies, awnings, etc.) over 200 square feet will **require** a permit from the City of Reynoldsburg's Building Department. Inspections should be arranged through the Building Department (telephone: 614-322-6802) and should be scheduled at least two (2) weeks in advance. Failure to produce any required permits will result in removal of the Vendor from the Festival site, without refund. All facilities are subject to inspection by the City of Reynoldsburg Building Code Inspector and/or State or Local Fire Inspectors. Vendors must comply with the decisions of those authorities.
12. 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.

13. All Vendors must provide signed copies of the consent agreement, included with this application, which binds **ALL** employees/volunteers.
14. 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.
15. It is expressly understood that Reynoldsburg Festivals, Inc. shall in **NO WAY** be liable for damage, destruction, theft or loss of any kind to any property kept on the Festival grounds, or for injury arising out of the use of the space provided. 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.
16. One standard 15-amp 110-volt outlet will be provided for 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. The inside of the large Festival tents will be lighted.
17. Set up time will be Friday, August 19th, from 12:00PM until 3:00PM. All Vendors must be set up prior to 3:30PM on Friday. Late arrivals may be prohibited from setting up. You will receive your location information approximately 2 weeks prior to the Festival.
18. Tear-down cannot occur until 15 minutes after the Festival grounds are closed for the year.
19. No parking spaces will be assigned or reserved for Vendors. 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 3PM 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.
20. Vendors are required to provide their own display, tables, chairs, etc. All items, including trash, must be removed from the grounds within twelve (12) hours of the Festival's closing. Removal charges will be imposed for noncompliance.
21. Vendors are not permitted to sell items and/or hang banners outside of their assigned area. No solicitations can occur outside the assigned area. You can not impede walkways or interfere with adjacent Vendor activities.
22. Vendors are not permitted to use any audio system at their sites (e.g., for music, announcements, etc.) at any time during the Festival.
23. Vendors are responsible for removing all trash from their space at the end of each day and placing it into the appropriate receptacles.
24. All applications and the full rental fee **MUST** be received by Reynoldsburg Festivals, Inc. by July 1, 2011; otherwise no reservation will be given to the Vendor. All applications are processed on a first received basis.
25. The signing of the Arts & Crafts Application by the Vendor hereto is an express agreement to abide by the rules and regulations, as specified by Reynoldsburg Festivals, Inc. If you fail to do so, you can be asked to leave the Festival and will not be refunded your booth fee. If weather conditions become severe, you accept full responsibility for yourself, your employees and/or workers. By signing the Vendor Application, you intend to be legally bound for yourself, your heirs, executors and administrators, waive and release any and all rights and claims for losses and damages you 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 event. By signing the Vendor Application, you 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.
VENDOR's 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 organization's members and/or volunteers 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 our 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 organization's members and/or volunteers participation and/or the event itself, I will remove myself and my organization's members/volunteers 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 organization's members and/or volunteers 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 _____
Printed Name of Business/Organization

X _____
Printed Name of Authorized Signatory

X _____
Title

X _____
Signature

X _____
Date