

JOIN US FOR OLD HILLIARDFEST 2018



SEPTEMBER 8, 2018

2018 OLD HILLIARDFEST VENDOR REGISTRATION

| | | | |
|---|---------------------|--|--|
| Vendor Name: | | Business Type: (Please check <u>one</u> .) | |
| Contact Name: | | Food Vendor | [] |
| Address: | | Non-Food Vendor | [] |
| City, State, Zip: | | | |
| Email: | | | |
| Telephone: | | Website: | |
| Describe your product(s) in less than ten words: | | | |
| If food vendor with trailer or truck, what are its dimensions: <i>Furthest point to furthest point when fully opened.</i> | | | |
| | Length _____ | Width: _____ | Height: _____ |
| Booth Type: (Please check one.) | Fee: | Extra Booth: (# Extra Spaces.) | Booth Fee Due: (Add from column to the left.) |
| [] Roaming Vendor (no booth) | \$50 | + (\$50 x ___ people) | = _____ |
| [] 10'x10' Space, Non-profit Organization | \$60 | + (\$50 x ___ spaces) | = _____ |
| [] 10'x10' Space, Exhibitors Located in 43026 Zip Code | \$75 | + (\$50 x ___ spaces) | = _____ |
| [] 10'x10' Space, All Other Exhibitors | \$100 | + (\$50 x ___ spaces) | = _____ |
| [] 10'x10' Space, All Food Vendors | \$200 | + (\$50 x ___ spaces) | = _____ |
| Power Options: (Please check one, if applies.) | Fee: | Extra Power: (# Extra Circuits.) | Power Fee Due: (Add from column to the left.) |
| [] Non-Food Vendor Electric 110 Volt at 15 Amps | \$75 | + (\$75 x ___ circuits) | = _____ |
| [] Food Vendor Electric 120 Volt at 15 Amps | \$75 | + (\$75 x ___ circuits) | = _____ |
| [] Food Vendor Electric 120 Volt at 30 Amps | \$100 | + (\$100 x ___ circuits) | = _____ |
| [] Food Vendor Electric 120/240 Volt at 50 Amps | \$150 | + (\$150 x ___ circuits) | = _____ |
| Water Options: (Only available to Food Vendors.) | Fee: | | Water Fee Due: (Add from column to the left.) |
| [] Food Vendor Water Hook Up | \$50 Fee | | = _____ |
| Priority Vendor Space Placement: (Only available to Non-Food Vendors.) | Fee: | | Priority Fee Due: (Add from column to the left.) |
| [] Priority Placement | \$50 Fee | | = _____ |
| Late Application Fee: (Please check, if applies.) | Fee: | | Late Fee Due: (Add from column to the left.) |
| [] Late Fee (Applications received post-marked after June 30, 2018) | \$100 Fee | | = _____ |
| Make checks payable to <u>HILLIARD CIVIC ASSOCIATION.</u> Remit to <u>Old Hilliardfest Vendors, PO BOX 435, Hilliard, Ohio 43026.</u> To avoid late fee, application & payment must be <u>postmarked by June 30, 2018.</u> | | Total Due: | (Add all above totals.) = _____ |

By signing below, you agree to comply with the festival rules, terms, and conditions contained within our application packet.
Also available on our website at <http://oldhilliardfest.org/>

| | |
|-------------------------|-------|
| Signature of Applicant: | Date: |
|-------------------------|-------|

Questions? Email us at vendor@oldhilliardfest.org, call 1-844-768-2623, or visit oldhilliardfest.org

2018 OLD HILLIARDFEST VENDOR RULES, TERMS, & CONDITIONS

All applies to all Artists, Businesses, Organizations, Food Vendors, etc.

GENERAL APPLICATION GUIDELINES

Space is limited; booths will be reserved on a first-come, first-paid-in-full basis. Priority Vendor Space Placement is only available to non-food vendors and will be considered on a first-come, first-paid-in-full basis. Festival staff reserves the right to refuse a vendor application or portion of vendor application for any reason and refund vendor their application fee or portion of application fee. Vendors who intend to occupy multiple non-adjacent vendor spaces within the festival must apply using a separate application for each location. This agreement must be completed, signed, and received with payment post-marked by June 30, 2018. Applications received after this date are subject to a \$100 late fee. Once accepted to the festival, all vendor fees are non-refundable, including if the event is cancelled for any reason. Vendor welcome packets containing event information and vendor space assignments will be sent to all vendors about two weeks prior to the festival.

BOOTH SETUP / DISMANTLE TIMEFRAME

Unless otherwise agreed upon in writing, all vendor setup shall take place day of event from 7am to 9am. Vendor must report to vendor check-in and follow instructions to vendor space. Vendor may unload their vehicle, but must immediately park their vehicle prior to setting up their vendor space, this ensures there's space for other vendors to access their spaces. Festival staff reserves the right to allow other vendor(s) to fill booths not occupied by 9am when Vendor Check-In closes. Vendor setup must be completed by 10am when the event opens. Vendor may begin to dismantle their booth day of show no earlier than the event closing time. At event close, vendor should dismantle their vendor space, then retrieve their vehicle, and then proceed to vendor check-out in the same fashion as vendor check-in earlier in the day. Vendors must be completely vacated by 10pm. Vendors must not dismantle booths or exhibits while Festival is in operation. Festival staff reserves the right to not invite to future festivals vendors who leave early. Festival staff also reserves the right to relocate vendor space assignments at festival staff's sole discretion.

LOAD-IN & PARKING

Vendors should arrive at Vendor Check-In between 7am-9am. Upon arrival, all vendors must stop and show confirmation letter to the traffic control person to check-in and receive further instructions for set up/parking. Vendors will receive one parking pass total, regardless of how many booth spaces are reserved, to park in a designated area near the Festival. Vendor parking is limited and available on a first-come-first-serve basis. All other vehicles will need to be parked in Festival general parking. Prior to the festival, all vendors will receive a confirmation email with check-in/parking instructions and parking pass.

MATERIALS

Tables, chairs, tents, lights, plug strips, extension cords, power adapters, and any other materials vendors might need are to be supplied by the vendor. Old Hilliardfest only provides vendors their requested booth space, location to hook up water, and/or location to connect to electricity. See below for more information regarding water and electricity.

SERVING / DISTRIBUTING FOOD

Under no circumstances shall a vendor, who has not applied to Old Hilliardfest as a "Food Vendor", distribute food or beverages that are prepared on-site, for free or otherwise; vendors selling pre-packaged food or beverage items are permitted to provide festivalgoers samples of their products. All vendors providing festivalgoers with food or beverage of any kind must be in compliance with Franklin County Health Department Regulations. Temporary License or State Mobile License must be displayed at Booth on day of event.

ELECTRICAL & WATER CONNECTIONS

Under no circumstances shall vendors have any contact with the electrical generators, electrical panels, or city electrical receptacles on site. Food-Vendors, who requested, may connect to water at their convenience; no other vendors shall make use of festival supplied water. Vendors utilizing festival water are required to provide their own wastewater receptacle that can store the wastewater they produce for the day; Old Hilliardfest does not supply a method for wastewater disposal, vendors are required to capture all of their wastewater and dispose of it off-site, and shall be in compliance with Franklin County Health Department Regulations while doing so. Electrical and water services are provided solely for the convenience of vendor without warranty and/or representations. Vendor specifically acknowledges and agrees that Old Hilliardfest shall have no liability for any claims whatsoever relating to the provision of or for any failure to provide such services. Vendor shall be permitted to use such service only of the nature and amount as approved by Old Hilliardfest. For water service, vendors must provide their own 100' GHT hose in compliance with Franklin County Health Department Regulations. For electrical service, vendors must provide their own 100' UL approved power cable as appropriate; 15amp 3-prong Edison male plug (NEMA 5-15P) for 120volt 15amp connections, 30amp 3-prong RV male plug (NEMA TT-30P) for 120volt 30amp connections, and 50amp 4-prong RV male plug (NEMA 14-50P) for 120/240volt 50amp connections. Old Hilliardfest will not be able to provide any cables/adaptors or rewiring of vendor's cables/adaptors the day of the event. GFCI protected circuits regulate festival power; Old Hilliardfest is not responsible for vendor equipment tripping GFCI circuits or circuit breakers. Vendor generators are not permitted at the festival. Any special electrical/water accommodations must be agreed upon prior to vendor application.

FIRE CODE

Norwich Township Fire Department will enforce all Ohio Fire Code. Additionally, all vendors with tents, canopies, and membrane structures must have at least one 2½lb portable fire extinguisher present per structure – two tents require two fire extinguishers, and so on. Questions about fire code, call Norwich Township Fire Department at 614-876-7694.

2018 OLD HILLIARDFEST VENDOR RULES, TERMS, & CONDITIONS CONTINUED...

INSURANCE

All Food Vendors must secure and maintain commercial general liability insurance on an "occurrence" basis with liability limits in the amounts of \$1,000,000.00 per occurrence covering personal injury, bodily injury and property damage; list as additional insured the Hilliard Civic Association and Old Hilliardfest. Food Vendor is also responsible for obtaining Certificates of Insurance for any and all subcontractors hired by vendor. Non-Food Vendors and Artists are not required to obtain such liability insurance, but are solely responsible for the well-being of persons and property within their booth space and is responsible for products vendor distributes.

WEATHER DAMAGE, CONDUCT, PROPERTY DAMAGE, AND THEFT

Old Hilliardfest shall not be liable for damage to or theft of any vendor's equipment or product under any circumstances. Vendor is solely responsible for the safety of any persons within or near vendor's equipment or product and the security of their equipment or product. Old Hilliardfest strongly suggests a minimum of 50lb weights attached to each corner of your tent. Stakes will not be permitted. Vendor is solely responsible for any property damage or injury caused by their equipment or products. Please come prepared with any cases and/or covers necessary to protect your items in the event of inclement weather. Additionally, vendors are solely liable for any damage they may cause to festival property, property rented or donated for festival use, property of other vendors, and property of festival staff and attendees. It is important to Old Hilliardfest that vendors behave in a decorum that does not cause any damage to property and does not encourage attendees to damage property. There should no vulgar language, no mature subject matters (including, but not limited to vulgar language and nudity), no controversial political subject matters, or the like. This is a family oriented festival and vendor's conduct should be generally acceptable to all attendees. Old Hilliardfest reserves the right to determine appropriateness of material and conduct. Please just use good judgment.

AUDIO/VISUAL IMAGE RELEASE

Vendor and Vendor's agents release the Hilliard Civic Association, Old Hilliardfest, and their staff and agents to take and use audio/visual images of Vendor's artwork, products, displays, or any other intellectual property Vendor may bring onto the Old Hilliardfest festival grounds and any audio/visual images of Vendor and Vendor's agents and/or Vendor and Vendor's agents likeness. Audio/Visual images are any type of recording, including photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions. The images may be used in any manner or media without notifying Vendor, such as, but not limited to, Hilliard Civic Association or Old Hilliardfest sponsored websites, publication, promotions, broadcasts, advertisements, posters, and slides. Vendor waives any right to inspect or approve the finished images or any printed or electronic matter that may be used with them. Vendor and Vendor's agents releases the Hilliard Civic Association, Old Hilliardfest, and their staff and agents, including any firm authorized to publish and/or distribute a finished product containing the images, from any claims, damages or liability which Vendor may ever have in connection with the taking or use of the images or printed material used with the images.

NON-DISCLOSURE

For purposes of this Agreement, "Confidential Information" shall include all information or material that has been communicated, orally, in writing, or otherwise, from the Hilliard Civic Association, Old Hilliardfest, and their staff and agents to the Vendor, which includes, but is not limited to vendor application, fees, discounts, accommodations, etc. Vendor's obligations under this Agreement do not extend to information that is publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party or is disclosed by Vendor with the Hilliard Civic Association, Old Hilliardfest, and their staff and agent's prior written approval. Vendor shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Hilliard Civic Association, Old Hilliardfest, and their staff and agents. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Vendor's duty to hold Confidential Information in confidence shall remain in effect indefinitely.

GENERAL INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the Hilliard Civic Association, Old Hilliardfest, its Executive Board, officers, agents and employees, volunteers, festival attendees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the Hilliard Civic Association, Old Hilliardfest, its Executive Board, officers, agents and employees, volunteers, festival attendees, individually and collectively.

MODIFICATION AND TERMINATION OF AGREEMENT

The festival is a private event hosted by the Hilliard Civic Association; as such, Old Hilliardfest may at any time and for any reason modify or terminate this agreement with the Vendor for Old Hilliardfest's convenience. Vendor may also terminate this agreement at their convenience by submitting written notice in advance of thirty days prior to event; however, once applied to the festival, all vendor fees are non-refundable, including if the event is cancelled for any reason.

Questions? Email us at vendors@oldhilliardfest.org, call 1-844-768-2623, or visit oldhilliardfest.org