

# 2022 AVON HERITAGE DUCK TAPE® FESTIVAL VENDOR APPLICATION

Thursday, June 16, 2022 – 4 pm to 10 pm

Friday, June 17, 2022 – 4 pm to 11 pm

Saturday, June 18, 2022 – 11 am to 11 pm

Mercy Health Stadium, 2009 Baseball Blvd, Avon, OH 44011

## BUSINESSES, NON-PROFITS, BUY/RESALE MERCHANDISE

(Includes brick & mortar retail locations and home business ventures i.e. Avon, Tupperware, Pampered Chef, etc)

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of goods being displayed/sold or any additional information:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Space Options:* Each 10 x 10 space is \$150. How many spaces are required? \_\_\_\_\_

**\*\*We are requiring all vendors to submit a security deposit in the form of a second check for the amount of \$100. This check will **ONLY** be cashed if you negate to clean your space or leave prior to the end of the festival. Your security deposit will be returned to you on Saturday after the close of the festival.**

Payment in full must accompany your application in order to be accepted. **Please enclose 2 checks.** One for your space and the second one is your security deposit for \$100.

MAKE CHECKS PAYABLE TO: **AVON HERITAGE FESTIVAL**

Deadline for application is May 1, 2022.

**Please mail your application & checks to:**

Avon Heritage Festival

Attn: Vendor Committee

PO Box 354

Avon, OH 44011

Thank you for applying to be a vendor this year!

**Please read and keep page 3.** Sign below that you acknowledge and understand all the items. In addition to page 3, please note that:

- You may tear down your booth after the close of the festival at 11 pm on Saturday or on Sunday morning. No cars may be driven on the grounds before Saturday at 11 pm.
- Vendors are not permitted to solicit customers outside of their designated area.
- Set up will be on Wednesday from 2 pm until 6 pm, and on Thursday morning from 10 am until 2 pm. You will **NOT** be allowed to set up after 2:00 pm on Thursday.
- The Festival Parade starts at 10 am on Saturday and entry to the festival grounds will be closed off. Please plan accordingly!

**No exceptions to these times.**

## Acknowledgement

I, \_\_\_\_\_, (print name)

have read, understand, and will adhere to all festival rules.

Signed: \_\_\_\_\_ Date \_\_\_\_\_

Company/Booth Name: \_\_\_\_\_

If you have any questions or concerns, please contact Greg Loudin at (440) 387-6504 or at [avonducttapefestival@hotmail.com](mailto:avonducttapefestival@hotmail.com).

# AVON HERITAGE DUCK TAPE® FESTIVAL VENDOR POLICY

**\*\*KEEP THIS PAGE FOR YOUR REFERENCE\*\***

Avon Heritage Duck 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 **May 1, 2022**. Booth location will be determined by the Avon Heritage Festival Committee. **All decisions are final and non-negotiable.** 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. The event will be held rain or shine.

**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 Committee.

**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 AHF furnishes guards or night watchmen.

**Use and Occupancy: Festival Hours: Thursday 4 pm – 10 pm, Friday 4 pm – 11 pm and Saturday 11 am – 11 pm**

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) *Water (if requested in advance and paid for);* **We do NOT provide tents, tables or chairs.**

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 Wednesday of the festival week at 2 pm until 6 pm. Equipment and fixtures may be removed from the festival site after closing on Saturday or Sunday morning. 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.** 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:** Food Vendor is responsible for obtaining a valid Health Inspection permit and will prominently display it 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 or beverage items may be sold, distributed, or given away 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 any time, enter 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.