

APPLICATION/AGREEMENT FOR CHRISTMAS UNDER THE CLOCK

December 7, 2019

Vendor: _____

Contact Name: _____

Address: _____

City/ZIP: _____

Telephone: () _____ Fax: () _____

E-mail: _____ Website: _____

Vendors license # (if hobby, please indicate): _____ send copy with application.

Description of your product(s): _____

This agreement is for display/promotional material/giveaways only. No sales unless otherwise specified.

Number of 10'x10' space(s) needed: _____

Electricity is very limited. Please plan on bringing your own battery operated lighting. Generators are not allowed in most areas. If you do need electricity other than the above, please contact us at info@uptownplaincity.com.

Insurance: Vendor agrees to obtain and continue in force throughout the course of the event general liability insurance

Liability Insurance (not required):

Company name: _____ Policy #: _____

Event Information:

All vending locations are outdoors.

Vending begins at 5:00 pm. Vending setup between 4:00 pm and 5:00 pm. Vending ends at 8:00 pm.

Vendor fees are as follows: One 10'x10' space= \$30.00. Vendor must provide tables/chairs. UPCO Farmers Market vendors receive a \$5 discount off of the vendor fee (\$25). UPCO Corporate members vend free.

Vendors requiring electricity may not be accommodated. Arrangement for electricity must be made in advance.

Vendors must provide all tables, chairs, equipment, etc.

Uptown Plain City Organization has the right to decline a vendor application should that vendor's product not be in the spirit of community cohesiveness.

SET-UP AND TEAR DOWN

All vendors are required to set-up within the setup window of 4:00 pm – 5:00 pm. All vendors are required to remain in place until 7:30 pm, weather permitting. All vendors to be clear of the area no later than 8:30 pm.

ELECTRIC SERVICE

Access to electricity is generally not provided.

SPACE

Approximately one (1) 10' x 10" of area will be permitted for each vendor. Special accommodations may be requested (but are not guaranteed) by contacting the Uptown Plain City Organization. Vendor must provide table/chairs.

TRASH SERVICE

All trash must be removed from the area at the conclusion of the event. Vendors must maintain their areas in a clear and orderly condition at all times before, during, and following the event

APPLICATION/AGREEMENT FOR CHRISTMAS UNDER THE CLOCK

December 7, 2019

PERMITS, LICENSES AND INSURANCE

It is the sole responsibility of the vendors to apply for and obtain the necessary permits, licenses, and insurance required by the Madison County and/or Union County Health Departments (food vendors only), the Madison County and/or Union County Auditors Offices, the State of Ohio and Village of Plain City.

FIRE SAFETY

Unobstructed extension cords, if applicable, may be used temporarily and are not provided.

WATER

Access to water is not available

VENDOR INFORMATION

All vendors must submit, at minimum, a description of the items being sold. A product listing, brochure or detailed description of the product(s) being sold is greatly appreciated, but not required. Please include product descriptions upon the submission of this form.

CONDUCT OF VENDORS

Vendor applicants and their employees/volunteers shall conduct their activities within the area assigned. Pushcart or strolling vendors will need to obtain written permission from Event prior to commencing. Employees and volunteers shall be clean, properly dressed, orderly and polite in their conduct and speech along with the volume of their voice.

NOISE AND SOUND DEVICES

No loud noise, music or other sound devices shall be allowed without prior written consent. If any such device is permitted, the vendor shall use the device in a manner that will cause the least disturbance to event patrons and other exhibitors/vendors. Event organizers reserve the right to cancel the approval of sound device and demand discontinued use of the sound device at any time.

ADVERTISING AND DECORATIONS

Vendors shall provide their own signs identifying their exhibit. The sign should name the sponsoring firm or organization as well as the products and prices offered. Decorations in good taste and repair, fitting the theme of the event are encouraged to add to the festive occasion of this event.

REFUSAL/REMOVAL OF VENDORS

Event organizers can refuse vendor application and/or participation in event for any reason. Event organizers also may ask parties to remove their belongings and self from the event at any time and for any reason. This includes vendors, individuals, organizations, political causes, societies and the like whether for profit or non-profit.

LIABILITY

The Uptown Plain City Organization, its divisions, and The Village of Plain City and their agents and assigns assume no responsibility or liability for injury or damage. Vendors release, indemnify, and hold harmless the Uptown Plain City Organization, its divisions, and The Village of Plain City and their agents and assigns from all loss, injury, damage, or liability to persons or property sustained by reason of presence of the vendor at the Uptown Plain City Organization events.

Release, hold harmless, and indemnification agreement:

Vendor by and through the undersigned representative hereby covenants and agrees that Vendor releases, holds harmless, and indemnifies Uptown Plain City Organization, The Village of Plain City, and all sponsors listed and its and their respective boards, trustees, employees, agents, attorneys and assigns from any and all loss, claim, judgment, damage, or any amount owed by reason of any further claim, demand and/or action at law or in equity that may at any time hereinafter be brought or made against any of them with the intent, or for the purpose of establishing or enforcing any further claim related to, or arising from or on account of injuries, property damage or in any way related to the rental of this Booth/Vendor Space by Vendor. This indemnification clause specifically includes the payment of attorney's fees and/or legal expenses necessarily incurred to defend any and all claims made. **Legal compliance:** Vendor agrees to follow and adhere to all local, state, and federal laws applicable to the rental of the Booth/Vendor Space and the activities emanating therefrom including but not limited to health, worker's compensation, discrimination, and licensing/ permit laws.

Choice of law:

This agreement is to be governed by the laws of the State of Ohio. Any legal action brought under said agreement shall be brought in the courts of the State of Ohio, County of Union or County of Madison.

APPLICATION/AGREEMENT FOR CHRISTMAS UNDER THE CLOCK

December 7, 2019

Authority to bind organization:

Vendor confirms and warrants that the representative executing this Agreement and Application on behalf of Vendor has full authority to so act on behalf of Vendor and to bind Vendor to the terms of this agreement. The term "Vendor" includes the Organization listed above, its members, agents, assigns and those persons assisting the Organization in its efforts and performing its duties hereunder.

Yes, I agree to the terms of this agreement.

Vendor Signature

Date

Uptown Plain City Organization Signature

Date

Please return this application form with applicable fees or donation, as well as your liability insurance certificate (if applicable) **by November 23, 2019.** Make checks to UPCO.

Send check to: Christmas Vendors
Uptown Plain City Organization
P.O. Box 297
Plain City, OH 43064
Questions:
Stephanyfoley@yahoo.com
337-424-0249