

APPLICATION/AGREEMENT FOR PLAIN CITY CLASSIC CAR CRUISE-IN

AUGUST 26, 2017 2pm-8pm

Vendor: _____

Contact Name: _____

Address: _____

City/ZIP: _____

Telephone: () _____ Cell Phone: () _____

E-mail: _____ Website: _____

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

Description of your product(s), Food vendors, please include detailed menu with pricing: _____

Merchandise Vendors:

Number of 10'x10' spaces needed: _____

Food Vendors (Food trucks required to provide generator):

Number of 10'x20' spaces needed: _____

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

Liability Insurance:

Company name: _____ Policy #: _____

Event Information:

The event begins at 2:00p.m., all vendors are to be set up and ready to go no later than 1:30 p.m. Event ends at 8:00 p.m. and all vendors are to remain on site until 8:00p.m. or when event ends whichever comes first. All vendors are to dismantle their booth within 1 hour of event end.

Vendor fees are as follows:

\$60.00 for food vendors, no electricity** (10x20 space)

\$20.00 for merchandise/display vendors, no electricity

Pop-up tents are permitted and encouraged with considerations to surroundings (see below).

Maximum merchandise/display vendor space not to exceed 10' for all vendors unless multiple spaces are purchased

Maximum food vendor space not to exceed 20' for all trucks unless multiple spaces are purchased

Vendors must provide their own tables, chairs, tents and equipment.

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.

****FOOD VENDORS**

Please ensure sufficient inventory to accommodate guests and volunteers up to 7:00pm. Exceptions are breakfast only vendors. If a vendor is unable to provide sufficient inventory future year applications are subject to denial.

Food Trucks are required to provide a generator.

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SET-UP AND TEAR DOWN

All vendors are required to be set-up no later than one half hour prior to the event. All vendors are required to remain in place and in operation until the close of the event. . If a vendor is unable to provide sufficient inventory future year applications are subject to denial.

ELECTRIC SERVICE

Not provided. Use of personal generator is permitted.

SPACE

Approximately one (1) 10' x 10' of area will be permitted for each merchandise/display vendor. Approximately one (1) 10' x 20' of area permitted for each food vendor. Special accommodations may be requested (but are not guaranteed) by contacting the Uptown Plain City Organization.

VENDOR TENTS

Vendors using tents must have the tents safely secured to protect against high winds. The use of cinder blocks, concrete buckets, and harnesses is strongly encouraged. No stakes of any kind will be driven into the asphalt.

TRASH SERVICE

All trash must be removed from the festival 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. Vendors are responsible for assuring that grease, ash and gray water is contained and disposed of in accordance with the Madison and/or Union County Health Departments.

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

Food vendors with grills and/or propane cooking devices must have, at minimum, a 10 pound dry chemical fire extinguisher. Unobstructed extension cords may be used temporarily and are not provided.

WATER

Access to water via outlets in some locations can be provided but not in all. It is the sole responsibility of each vendor to have hoses and other necessary components and water connection devices. Madison County and/or Union County Health Departments requirements for running water must be satisfied.

PARTICIPATION FEES

The payment of fees is required upon the submission of the Vendor Agreement and Registration Form. Posted fees include basic charges for space. All merchandise vendors are charged a base fee of \$20 per space and \$60 for food vendors except for charitable (501(c)3) organizations. No discounts are provided. In the event that a vendor is unable to attend an event, he/she must make notification no later than one (1) weeks prior to the event and a refund will be issued.

OUTSIDE CONTRACTORS

Vendors are solely responsible for work completed by outside contractors or servicers. The Uptown Plain City Organization, its divisions and The Village of Plain City and their agents and assigns assume no responsibility to pay any fees or charges incurred by a vendor.

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. **Food vendors must submit menu list with pricing and can submit actual menu in lieu of other materials.** 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.

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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, Plain City Business Association, The Village of Plain City, Bob Chapman Ford/Mercury and all sponsors listed in the Official Program 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 .

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 by **August 4, 2017.**

Send to: Megan Colwell/Cruise In

Uptown Plain City Organization

P.O. Box 297

Plain City, OH 43064

Questions: plaincity.cruise-in@live.com or 614-562-9408