



**BOOTH VENDOR APPLICATION**

**APPLICANT INFORMATION**

Company/Proprietor Name:

Contact:	Phone:
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Address:

City:	State:	Zip Code:
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Website:

Email:	Phone #2:
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This application with all information fully completed, menu or sales items attached (if applicable), signatures, registration fee, copy of insurance, and indemnification agreement must be returned or postmarked by April 16, 2018.

**For Official Use Only**  
**To be completed by Festival On The Hill! Administration**

Date Received:	FOTH Representative:
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Deposit Received:	Amount: \$
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Insurance Certificate Received:	Validated by:
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Photograph of Display Received:

Terms and Conditions of Contract Signed:

Vendor Waiver and Indemnification Agreement signed:

Comments:

### BOOTH REQUIREMENTS

#### Vendor Type (Check Types and Circle Sizes)

**Food Vendor** \_\_\_\_\_

10x10 booth space - \$350

20x20 booth space - \$500

20x30 booth space - \$650

**Commercial Vendor** \_\_\_\_\_

10x10 booth space - \$200

10x20 booth space - \$350

**Craft Vendor** \_\_\_\_\_

10x10 booth space - \$100

10x20 booth space - \$150

Call for quote on larger spaces

Call for quote on larger spaces

Call for quote on larger spaces

List Menu Items/Type

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List Items/Type

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List Items/Type

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**Electrical Needs (provide number required)**

\$35 per 110 15 amp connection \_\_\_\_\_

\$60 per 110 30 amp connection \_\_\_\_\_

\$100 per 208 50 amp connection \_\_\_\_\_

**Water (check if needed)**

\$25 \_\_\_\_\_

**Vendor must bring own food-grade hose**

**Vendor must bring own extension cords**

Please describe the items that you will sell and/or services that you will provide. Please attach a list of all items to be sold at the Festival On The Hill. (Please note the restrictions on sales of certain items, including beverages.)

Please include a photograph of your intended display.

**TOTAL** (booth space + electrical needs + water needs = total)

\$\_\_\_\_\_ + \$\_\_\_\_\_ + \$\_\_\_\_\_ = Total \$\_\_\_\_\_

**\$50 Deposit Due with Signed Contract for Commercial Vendor Booth and Craft Vendor Booth;  
\$150 Deposit Due with Signed Contract for Food Vendor Booth;  
Balance due by April 16, 2018.**

CC: Visa\_\_\_MC\_\_\_Discover\_\_\_\_\_  
#\_\_\_\_\_

Expiration\_\_\_\_\_CCV Code\_\_\_\_

**a 3% fee will be added for all credit card transactions**

Make checks payable and send application to:  
**Dayton Masonic Temple Association-Special Events  
525 W. Riverview Ave.  
Dayton OH 45405 937-222-9103**



## **TERMS AND CONDITIONS OF CONTRACT**

The undersigned (“Vendor”) submits its application for on-site rights at the Festival On The Hill (the “Event”) to be held June 22 and 23, 2018. By submitting this application, Vendor acknowledges that its application may be accepted or rejected by the Dayton Masonic Temple Association (hereinafter the “Producer”) in the exercise of its sole discretion and that if its application is accepted, its participation will be strictly subject to the terms and conditions contained herein. While every effort will be made to accommodate all applicants, application approval and booth assignment is made based on the type of offering, appropriateness of items offered, and space and/or services limitations. All booths assigned by Producer, who makes no guarantees or promises about the location of specific booths. Producer reserves the right to reject any application for any reason. An email with either acceptance or rejection will be sent in a timely manner.

### **Event Logo**

The Vendor may not make any unauthorized use of the event logo, and may not use the event logo in any way without the express written permission of the Producer.

### **Vendor Insurance Requirement**

The Vendor must provide proof of liability insurance to participate in the Festival. The insurance must meet the following requirements: Must be in at least \$1,000,000.00 in coverage, and must name the Dayton Masonic Temple Association, and the Festival On The Hill as named additional insured for the dates of and immediately surrounding the Festival On The Hill. The vendor must provide a certificate of insurance no later than April 16, 2018 which documents this coverage. Vendor hereby indemnifies and hold harmless from any and all loss, claims, demands, liability and actions in conjunction with this event and this Agreement.

### **Vendor Licensing**

All vendors must have appropriate licensing specific to the type of vending operation they will engage in. Food vendors must, at their own cost, obtain and display an appropriate license to conduct a temporary food service operation issued by the State of Ohio and/or Montgomery County Combined Health District, and abide by all the temporary food operations guidelines. Other vendors must determine, at their own cost, whether any licensing is required and obtain such licenses. Vendor must provide a copy of all applicable licenses, including the temporary food vendor license and health inspection certificate, to the Producer or its designated vendor chairperson by April 16, 2018. Failure to do so will result in the cancellation of this agreement.

### **LIMITATION OF LIABILITY**

VENDOR HEREBY AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, PRODUCER SHALL NOT BE LIABLE TO VENDOR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER CAUSED BY PRODUCER’S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHER CAUSE OR CAUSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF EQUIPMENT OR FACILITY, AND LOSS OF PROFITS OR REVENUE.

YOU ARE ULTIMATELY RESPONSIBLE FOR THE SECURITY OF YOUR PRODUCTS AND MAY LEAVE PRODUCTS IN YOUR BOOTH DURING NON-FESTIVAL HOURS AT YOUR OWN RISK ONLY.

YOUR PARTICIPATION IN FESTIVAL ON THE HILL IS STRICTLY CONDITIONED UPON ACCEPTANCE OF THE ACCOMPANYING VENDOR WAIVER AND INDEMNIFICATION AGREEMENT. BY PARTICIPATING IN THE FESTIVAL ON THE HILL, YOU AGREE TO BE BOUND BY THE VENDOR WAIVER AND INDEMNIFICATION AGREEMENT.

### **Festival Rules**

- Vendor must occupy the space, and only that space, designated by the Festival On The Hill Sites are marked, and set up locations and times will be confirmed before Vendor is permitted to unpack and set up.
- Exhibitors can set up on Thursday June 21 starting at 10am to 6pm and Friday June 22, from 8am to 3pm. All exhibitors must remove vehicles from the event area by 3pm. Tear down will begin at 8am on Sunday June 24. Vehicles will not be allowed in the exhibit area until ALL the public has left. THERE WILL BE NO EARLY TEAR DOWN. All electric power will be disconnected and merchandise must be removed Sunday by 5pm.
- Vendor must occupy only the space assigned, and is not permitted to use any implement to sell or market outside Vendor's assigned space. Vendors are prohibited from loud music, noise, and "hawking", whether inside or outside of the assigned space.
- If Vendor is permitted to use a tent as part of their display, Vendor will be responsible for stabilizing said tent with weights. No stakes will be permitted on the festival site.
- Vendors are expected to maintain high standards of cleanliness among their employees.
- Vendor's space must be left clean with all trash placed in receptacles provided by the Festival On The Hill. Any trash that will not fit into the receptacles must be taken away and disposed of at the vendor's expense. Absolutely no ice, charcoal, or grease may be left on the festival grounds or in waste collection receptacles. Those items must be placed in the proper containers provided. All gray water must be disposed of in an appropriate gray water container, not in the sewer system.
- **Non-Alcoholic Beverage Sales:** Food vendor may purchase bottled water and other non-alcoholic beverages (e.g., soft drinks) from Producer or its authorized agent for resale to the public. No outside beverages may be sold at the Festival On The Hill. All non-alcoholic beverages will be sold at competitive prices that are set by Producer.
- **Alcoholic Beverage Sales:** No Vendor may sell alcoholic beverages at the Festival On The Hill. Alcoholic beverages will be available for sale directly by Producer or its authorized agent.
- **Prohibited Sales:** Vendors are prohibited from selling guns, alcohol, tobacco, pornography, or regulated or illicit materials.
- Vendor may not use any public address systems or other sound amplification system as part of their vending operation.
- Festival On The Hill will communicate logistical information by email, including setup times; parking information; off-site storage; and other items. Please be sure that your most up-to-date email is always on file with Festival On The Hill.
- No camping and/or sleeping on festival grounds is allowed.
- No political promotions, fund-raising, raffles, or games of chance are permitted on festival grounds.
- Vendor may not have any pets, other than guide/assistance dogs, on the festival grounds.

- Vendor may not share or sublet booth space to any other person or entity. Only the applicant is permitted to use the booth space.
- Vendor grants permission to Producer to use any photographs, motion pictures, recordings, or any other record of this Event for any legitimate purpose

**Compliance with Laws, Regulations, and Rules**

Vendor must abide by all federal, state, and local laws, regulations, ordinances, health codes, fire codes, and life safety codes. Vendor must also abide by all rules contained herein or later communicated by Producer.

**Termination of this Agreement for Cause**

Producer reserves the right to require any Vendor to immediately leave the Festival site with cause, including but not limited to:

- Misrepresenting the content or intent of the booth and its products
- Failing to abide by the spirit of the published Rules & Regulations, or applicable laws
- Failing to follow the direction of any entity with jurisdiction over the Festival, including but not limited to the city or county.

**Inclement Weather Policy**

**THIS IS A RAIN OR SHINE EVENT.** There will be no refunds due to any inclement weather, or other *force majeure* event. Vendor bears the risk of non-participation by Vendor or the public, and shall have no recourse or remedy if inclement weather or any other circumstances reduce participation in the event.

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On behalf of the applicant Vendor, its employees, agents, affiliates, heirs, and assigns, I hereby agree to the terms of this Agreement and agree to execute the accompanying Vendor Waiver and Indemnification Agreement. I verify that the information provided in the accompanying application is true and accurate

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME OF INDIVIDUAL SIGNING: \_\_\_\_\_

PRINT NAME OF VENDOR: \_\_\_\_\_

ADDRESS:

\_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_



**VENDOR WAIVER AND INDEMNIFICATION AGREEMENT**

PLEASE READ THIS AGREEMENT CAREFULLY. IT IS A LEGALLY BINDING AGREEMENT AND AFFECTS YOUR LEGAL RIGHTS:

(PRINT LEGAL NAME OF YOUR BUSINESS) \_\_\_\_\_,  
 (“Vendor”), agrees to defend, indemnify, and hold harmless the Dayton Masonic Temple Association, its officials, employees, affiliates, and agents, against all actions, suits, causes of action, or demands arising from or flowing from acts or omissions of Vendor, its employees, agents and volunteers in any way related to the Festival On The Hill.

Vendor agrees that participation in the Festival On The Hill (the “Activity”) is completely voluntary. Vendor, on behalf of itself and its employees, affiliates, or agents, voluntarily and willingly assumes full responsibility for all risks and dangers associated with participating in such Activity, and relieves the Dayton Masonic Temple Association from any liability for negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

Vendor understands and agrees that Dayton Masonic Temple Association is not responsible for any accident or injury that arises from or occurs because of Vendor or Vendor’s employees’ participation in this Activity. In consideration for the benefits of participation, Vendor releases, waives, discharges and covenants not to sue the Dayton Masonic Temple Association, its directors, officers, employees, sponsors, volunteers, agents and affiliates from any and all liability, claims, demand and causes of action whatsoever, including attorney fees, arising out of or in any way related to participation in this Activity or any injury or damage resulting from such participation, including third-party suits or claims.

On behalf of the above-named Vendor, I hereby agree to indemnify and waive all such claims as set forth above.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME OF INDIVIDUAL SIGNING: \_\_\_\_\_

PRINT NAME OF VENDOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

