

2018 GLASS CITY BALLOON RACE
Friday-Saturday, September 27-28, 2019

VENDOR AGREEMENT

Vendor Full Legal Name: _____

Business Name (if different): _____

Vendor is (check one only): ___ an individual ___ a(n) _____ (*identify type of entity*) organized under the laws of the State of _____.

Vendor's Address: _____

Website: _____

Type of Business: _____

Booth Size: _____ Single (10'x10') \$200.00 _____ Double (10' x 20') \$350.00

<p>Primary Contact</p> <p>Contact Person: _____</p> <p>Telephone: _____</p> <p>Cell phone: _____</p> <p>Email: _____</p>

<p>Secondary Contact</p> <p>Contact Person: _____</p> <p>Telephone: _____</p> <p>Cell phone: _____</p> <p>Email: _____</p>

Fee Paid: ___ (*yes*) _____ (*amount*) _____ (*date received*)

Insurance Certificate Provided: ___ (*yes*) _____ (*date received*)

Date of this Agreement: _____, 2019

THIS AGREEMENT is between the Rossford Convention and Visitors Bureau, Inc., a non-profit Ohio corporation with a mailing address of 1001 Dixie Highway, Rossford, Ohio 43460 (the "CVB"), and the vendor identified on the cover page above (the "Vendor").

The CVB desires to permit Vendor to sell, and Vendor agrees to sell, merchandise and/or from Vendor's designated area (the "Booth") at the Event described below according to the following terms and conditions:

1. *Event/Date/Location:* 2019 Glass City Balloon Race to be held on September 27-28, 2019 at the "Crossroads of America" in the City of Rossford, Ohio (the "Event").

2. *Fee:* Vendor shall pay to the CVB a non-refundable entry fee of Two Hundred Dollars (\$200.00) for a Single Booth or Three Hundred Fifty Dollars (\$350.00) for a Double Booth to participate in the Event, payable upon execution of this Agreement.

3. *Location of Booth.* Booths for the Event shall be located on South Compass Blvd. The placement of Vendor's Booth on South Compass Blvd. will be determined by the CVB, in its sole discretion. Vendor's Booth will remain in the assigned placement, and Vendor will not change placement with any other vendors.

4. *Merchandise & Services.* Vendor shall display, demonstrate, sample and sell the types of items identified on Attachment A. Vendor also may sell or distribute its own branded merchandise, apparel or promotional items; provided, however, that Vendor's merchandise, apparel and promotional items shall not bear the Event name, logo or likeness, and the CVB shall be entitled to prohibit the sale or distribution of inappropriate or offensive material, in CVB's sole discretion.

All sales of merchandise and services shall occur only from the Booth at its designated placement. Canvassing or "pushing" sales to passing customers is prohibited.

VENDOR SHALL NOT SELL, DISTRIBUTE OR IN ANY WAY DISSEMINATE ALCOHOLIC BEVERAGES.

5. *Hours of Operation.* Vendor must be adequately staffed and open, and must remain adequately staffed and open during the following hours:

Friday, September 27, 2019:	4:00 p.m. through 11:00 p.m.
Saturday, September 27, 2019:	3:00 p.m. through 11:00 p.m.

The hours of operation are regardless of weather conditions, as the Event will be held rain or shine. Opening late or closing early for any reason, or setting up late or breaking down early for any reason, may preclude Vendor from participating in future events sponsored by the CVB or by the City of Rossford, Ohio.

6. *Set-up and Breakdown.* Vendor may arrive as early as 2:00 p.m. on Friday, September 27, 2019 to set up its Booth. All set up must be completed no later than twenty (20) minutes before commencement of the hours of operation each day.

Vendor shall break down its site and remove its Booth by 11:59 p.m. on the final day of participation in the Event. Early break down and removal, prior to 9 p.m., is not allowed. Vendor shall return its assigned space in the same condition as when Vendor arrived. Any costs incurred to repair or correct any damage to the space shall be paid by Vendor.

7. *Sanitation.* Vendor shall keep its Booth and its site clean and attractive before, during and after the Event. All trash and debris must be cleared from Vendor's site.

Trash receptacles will be placed throughout the area for customer use. Vendor shall not use these customer receptacles for discarding trash, debris, or other waste materials. Vendor only shall use the garbage dumpster(s) provided by the CVB for the vendors for the disposal of its solid waste.

8. *Resources.* The CVB shall provide no resources, services or equipment to Vendor. Vendor must be able to operate its Booth independent of any other provided resources, including electricity, water, refrigeration and any materials including tent, canopy, tables and chairs.

9. *Licenses and Permits.* Vendor shall obtain and maintain all required permits and licenses concerning operation of the Booth including an Ohio sales tax vendor's license, if applicable.

10. *Security.* Vendor is responsible for the safety and security of its own property and equipment at all times. There will be limited security assigned to the entire Event. No security personnel will be assigned specifically to any particular vending area. Vendor assumes all risk of, and the CVB and the City of Rossford, Ohio shall not be responsible for, any loss, theft or damage to any Vendor property.

11. *Promotion and Media Release.* The Vendor consents to all photographs, audio or video recordings taken of Vendor or its staff at the Event, and acknowledges that such photographs, audio or video recordings shall be the property of the CVB or the City of Rossford, Ohio and may be used by them for promotional purposes determined by them.

Vendor further agrees to help promote the Event by advertising its participation on its Facebook, Twitter, Instagram, Snapchat or other social media sources prior to the Event.

12. *Proceeds; Sales Tax.* Vendor shall keep 100% of proceeds from sales of merchandise and services at the Event.

Vendor shall collect and remit to the appropriate authorities all applicable state and local sales taxes from the sale of merchandise and services at the Event.

13. *Insurance.* Vendor shall obtain and maintain throughout the duration of the Event a policy or policies of (i) general liability insurance against claims for personal injury, wrongful death, or property damage occurring on or about the assigned placement site and the entire Event premises with coverage up to One Million Dollars (\$1,000,000.00) per occurrence on account of bodily injury and/or death to one person, and/or on account of damage to property. Policies shall be issued by an insurance company reasonably acceptable to the CVB, contain a waiver of subrogation, bear an endorsement to the effect that the insurer agrees to notify the CVB not less than ten (10) days in advance of the Event of any modification or cancellation of said policy and name the Rossford Convention and Visitors Bureau, Inc. and the City of Rossford, Ohio as additional insureds. Vendor shall deliver a copy of its Certificate of Insurance to the CVB at least three (3) weeks prior to the Event.

14. *Release and Indemnification.* In consideration of Vendor's acceptance to participate in the Event, Vendor, on behalf of itself and its employees, volunteers, representatives or agents, hereby voluntarily assumes responsibility for, and releases and discharges the CVB and the City of Rossford, Ohio and their respective officials, members, directors, officers, employees, staff, agents, sponsors, volunteers and contributors (collectively, the "Releasees") of and from, and agrees to not sue the Releasees, on account of any and all liability, demands, losses, claims and damages of every kind arising out of or in any way connected, directly or indirectly, with Vendor's possession of the Vendor space or Vendor's participation in the Event.

Vendor further agrees to indemnify, defend and hold harmless Releasees from and against any and all claims, demands, losses, liabilities, damages, costs and expenses, including reasonable attorney fees, for injury, death, loss or damage of whatever nature to any person, property or any other claim resulting from, arising out of, or in any way related to (i) Vendor's use and occupancy of the Vendor space, (ii) Vendor's participation in the Event, or (iii) any act or omission of Vendor, its employees, volunteers, representatives, agents, independent contractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable.

15. *Assignment.* This Agreement may not be assigned by Vendor to any other party, nor may the Vendor space or location be shared with any other party, without the written consent of the CVB.

16. *Entire Agreement.* This Agreement sets forth the entire agreement between the parties with respect to the matters set forth herein and no other representations, statements or understandings are included as any part of this Agreement.

Vendor acknowledges and represents that it has read the foregoing Agreement and will be bound by all of its terms.

_____	Rossford Convention and Visitors Bureau, Inc.
Vendor Printed Name	
_____	By: _____
Vendor Signature	
_____	_____
Title	Title
_____	_____
Date	Date

Checks should be made payable to: **Rossford CVB – Balloon Race**
Return completed Agreement, payment, and insurance certificate to:

Rossford CVB
1001 Dixie Hwy., Suite D
Rossford, OH 43460

For more information, please contact Beth Genson, Executive Director at bethgenson@visitrossfordohio.com or 419-308-7530.

Acceptance into the event is based on space availability and completion of all requirements. Vendors will be notified upon acceptance and provided with the specifics of set-up and other details. If a Vendor is not accepted, due to space constraints or other circumstances, payment for the space will be returned and notice issued.

Attachment A

[To be completed at time of signing Vendor Agreement]

Types of merchandise or services proposed to be displayed or sold by
(name of Vendor) _____:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____