

**FAIRBORN SWEET CORN FESTIVAL
P O BOX 1231
FAIRBORN, OH 45324
(937) 305-0800**

Welcome to the 31st Annual Fairborn Sweet Corn Festival. The Festival will be August 18th and 19th, 2012.

Set up for the festival is Friday, August 17th, from 5-8 p.m. and Saturday, August 18th, from 7:30-10 a.m.

Enclosed you will find a copy of the Vendor Contract, a Hold Harmless Clause, and information on liability insurance. Please keep the Terms and Conditions pages for your records.

For our food vendors, you will be a 10% cost of your gross income from the festival. To reserve a space: you must send in **\$150 per space**, which will be deducted from the 10% you owe the festival. The cost of the space will be a minimum of **\$150**. This is being done on the honor system. If you are not sure if you fall under this category, please contact the chairperson.

All vendors are required to carry a minimum of \$100,000 liability insurance. It is to be for the entire show with the festival co-insured.

Please fill out the Contract legibly (including the items section even if you have attended the festival before) and the hold harmless clause. Return the application (make a copy for your records) with 2 photos of your items, the hold harmless clause, and a copy of your insurance to us.

Returning vendors will have priority of acceptance and booth space. We try not to have too many duplicate vendors. **Remember, all items must be handmade (we do not all commercial products to be sold).**

Returning vendors must reply before May 1st, 2012 to be assured of a space. This is a big year for us and we will start accepting new vendors May 1st.

Thank you for your interest in being a vendor at the Fairborn Sweet Corn Festival. If you have any questions, you may contact me at fairbornart@juno.com or (937) 305-0800.

Sincerely,

Warren Brown
Chairperson

**APPLICATION AND CONTRACT FOR THE
31st ANNUAL FAIRBORN SWEET CORN FESTIVAL
Sponsored by the Fairborn Art Association and Fairborn Lions Club
Saturday, August 18, 2012-11:00 a.m. to 7:00 p.m.
Sunday, August 19, 2012-11:00 a.m. to 6:00 p.m.**

Application must be completed and **PAYMENT IN FULL** should be sent to **FAIRBORN ART ASSOCIATION, P O BOX 1231, FAIRBORN, OH 45324**. Payment for space **MUST** accompany applications. Accepted contracts will be confirmed.

AFTER JULY 15, WE ACCEPT MONEY ORDERS ONLY and a LATE REGISTRATION FEE OF \$25.

Pursuant and subject to all terms and conditions set forth herein, we, the undersigned, desire to reserve space at the 31st Annual Fairborn Sweet Corn Festival to be held in Fairborn, Ohio on August 18 and 19, 2012.

Returning vendors must have the application turned in by **MAY 1st** to guarantee acceptance. Applications received after **MAY 1st** will be accepted on a first-come, first-serve basis.

Company Name _____
 Lessee and Contact Name _____
 Address _____
 City _____ State _____ Zip Code _____
 Home and Cell Phone Numbers _____
 Email Address _____
 Signature _____

Explicit description of the merchandise to be offered for sale **MUST** be listed. Only items approved by committee may be sold at booth. **REQUIRED:** Enclose 2 detailed photographs of merchandise to be sold. Pictures will not be returned.

Description (if you need more room, please attach a sheet of paper): _____

COSTS:

No Electricity # _____ Space(s) x \$100 = _____
 110 and water # _____ Space(s) x \$125 = _____ Total Volts _____ Total Amps _____
 220 and water # _____ Space(s) x \$150 = _____ Total Volts _____ Total Amps _____

COMMERCIAL FOOD VENDORS: Your cost is 10% of your gross income from the festival. To reserve a space you must deposit **\$150 per space**, which will be deducted from the 10% you owe the festival. The cost of the space will be a minimum of **\$150**. The 10% is on the honor system. If you are not sure if you fall under this category, please contact the chairperson.

THERE IS A RETURN CHECK FEE OF \$35.

DO NOT WRITE BELOW THIS (Office Use Only)

Date _____ Check # _____ Amount \$ _____ Ins. _____ HH _____

*****Note*** SUBMISSION OF THIS DOCUMENT IS REQUIRED FOR PARTICIPATION IN THE FAIRBORN SWEET CORN FESTIVAL**

HOLD HARMLESS AND INDEMNIFICATION

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned,

whose address is _____

does/do hereby agree to indemnify, protect save and hold harmless the Sweet Corn Festival committee, its agents, officers and representatives; the City of Fairborn, it agents, employees and representatives; the Fairborn Lions, its agents, officers and representatives; the G. A. Campbell Insurance Agency, and the Cincinnati Insurance Co., their respective representatives, agents, and employees, from and against any and all liability, actions, causes of action, claims, judgment, loss, cost and expense arising out of or in any way related to or connected with the use or occupancy of the premises of Community Park in the City of Fairborn, by the undersigned or by any of the undersigned's agents, employees, invitees, representatives or guests; whose use or occupancy results in any injury or alleged injury whatsoever to persons or property. I (We) hereby unconditionally agree that I (we) shall utilize maximum care in the use of the premises to avoid accidents or occurrences, which might cause injury to persons or property. If any claim is alleged against the Sweet Corn Festival committee, the City of Fairborn, the Lions Club, the Fairborn Art Association, the G. A. Campbell Insurance Agency and the Cincinnati Insurance Co. by anyone (including governmental agencies) arising out of or in any way related to the use or occupancy of the premises by the undersigned or its representatives, agents, invitees, employees or guests, it is expressly understood and agreed that the undersigned shall take over the defense of each and every such claim promptly and pay all attorney's fees, judgments, settlement payments and all other costs and expenses whatsoever incurred in connection with the defense of all such claims, without exception; it being expressly understood that the undersigned shall be and remain fully responsible for all such claims and will hold aforementioned indemnities completely harmless from and against any liability, actions, causes of action, claims, judgments, loss, cost or expense whatsoever in connection therewith.

VENDOR/OWNER'S SIGNATURE _____

VENDOR/OWNER'S PRINTED NAME _____

DATE _____ TITLE _____

DATE _____ WITNESSED BY _____

THIS ORIGINAL DOCUMENT MUST BE RETURNED TO: FAIRBORN ART ASSOCIATION, P O BOX 1231, FAIRBORN, OH 45324, AS SOON AS POSSIBLE OR THREE WEEKS PRIOR TO THE SWEET CORN FESTIVAL DATE.

TERMS AND CONDITIONS

1. The following terms and conditions have been made in an effort to maintain a standard of quality and continuity to the Festival from year to year. It should be understood that these policies are subject to the control of the Fairborn Sweet Corn Festival Committee.
2. The purpose of the Festival is for the betterment of the community-the good and welfare of local businesses, organizations and residents. The Festival activities shall be directed toward the well being of the Fairborn area.
3. The Festival shall be held the third full weekend in August every year and shall be promoted as an arts and crafts festival.
4. To further enhance the quality of the Festival, all arts and crafts booths shall be **family-oriented and handcrafted**. It is highly desirable to have as many demonstrating arts and crafts booths as possible.
5. Games of chance and all activities suggesting a carnival or circus atmosphere shall be prohibited. The entire Festival shall be directed toward good, clean, wholesome, family-oriented activities. The Festival does **NOT** permit commercial vendors.
6. The display or sale of any merchandise that is illegal, undesirable, or inappropriate for a family-oriented festival is strictly prohibited. Any attempt to sell merchandise other than that represented by the description and/or photographs may constitute for removal from the Festival without refund of booth fee.
7. The Fairborn Art Association Committee shall have total control over the renting of all booth space and shall endeavor to do so within these stated guidelines. It is highly recommended that booth space be limited, not to exceed 300 booths, with the objective being to continuously upgrade the quality of the booth renter, and therefore, the quality of the entire festival.
8. Each booth lessee shall be responsible to clean up and restore the booth space to its original condition at the conclusion of the Festival. All trash is to be boxed or bagged and placed in front of the booth at the close of the Festival on Saturday and Sunday nights.
9. All booths are 12' x 12'. Vendors must stay within those limits due to fire safety codes (the front of the booths must be at the stakes and behind.) Booths exceeding designated space will be reassigned to an area beyond primary rows behind the large pavilion.
10. All vendors are required to carry liability insurance (**\$100,000 minimum**) for the entire show with the festival co-insured and sign a hold harmless agreement.
11. **PET POLICY:** Dogs and cats must be on a short leash and must not foul public areas. Clean up is the owner's responsibility.
12. The Lessor, Sponsor, its officers and committee members shall not be responsible for and shall be held harmless from any claim for any losses, damage or injury to any goods or property, or to any person or persons, for any reason whatsoever during the occupancy of space as provided in this agreement, or in any connection with the Fairborn Sweet Corn Festival.
13. The Fairborn Sweet Corn Festival and the City of Fairborn will not be held responsible for accident, injury, theft or loss of property.

TERMS AND CONDITIONS CONTINUED

14. Festival held at Community Park, 691 E. Dayton-Yellow Springs Rd., Fairborn, Ohio 45324.
15. **FOOD VENDORS** serving non-packaged food to be consumed on the premises shall be limited to the electric units available. The Festival chairperson shall make every effort to minimize food duplication, so as to eliminate the Festival becoming a “food fair.”
 - a. **ALL FOOD VENDORS MUST COMPLY WITH THE GREENE COUNTY HEALTH DEPARTMENT REGULATIONS AND OBTAIN THE NECESSARY CERTIFICATE.** For information and certificates you may contact them at (937) 427-2883.
 - b. All food booths must have an ABC type fire extinguisher.
 - c. All pressurized cylinders must be secured and chained by safety standard codes.
 - d. All electric cords must be in accordance with national Electric Code, appropriate for the expected load usage by your booth.
 - e. Electricity is limited. Booths **MUST** identify power amps or watts needed. **THIS IS A MUST!** (Not all booth spaces provided with electrical hookup. DC battery-powered lights for booths are suggested.) No combustible fuel source lights permitted.
 - f. Vendor-provided propane or generators are highly recommended.
 - g. All food booths are to be floored. A plastic covering below required floor is to be installed for protection of the Park Grounds.
 - h. No liquid may be left or dumped in garbage containers. A \$50 fee will be charged if liquids are left or dumped.

SET-UP TIMES: All booths must be erected by 10:00 a.m. on Saturday, and unauthorized Vehicles, etc. must be removed from the immediate festival area by 10:00 a.m. on Saturday. No booth set-up will be allowed during the festival hours.

Friday, Early Booth Set-Up: 5:00-8:00 p.m.
Saturday, Booth Set-Up: 7:30 a.m.-10:00 a.m.

FESTIVAL HOURS OF OPERATION: Saturday from 11:00 a.m. to 7:00 p.m.
Sunday from 11:00 a.m. to 6:00 p.m.

There is **NO EARLY TEAR DOWN** of the booths permitted.
Booths **MUST BE MANNED** at all times of festival hours.