

**FAIRBORN SWEET CORN FESTIVAL**  
**P O BOX 1231**  
**FAIRBORN, OH 45324**  
**(937) 305-0800**  
**fairbornart@juno.com**

Welcome to the 37<sup>th</sup> Annual Fairborn Sweet Corn Festival. The Festival will be August 18<sup>th</sup> and 19<sup>th</sup>, 2018.

Set up for the festival is Friday, August 17<sup>th</sup>, from 4:00-8:00 p.m. and Saturday, August 18<sup>th</sup>, from 7:00-10:00 a.m.

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

**For our commercial food vendors**, your cost is 10% of your gross income from the festival. To reserve a space: you must send in **\$160 per space**, which will be deducted from the 10% you owe the festival. The cost of the space will be a minimum of **\$160**. 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.* You may either obtain insurance through your insurance agent or join the Fairborn Art Association (as a member of the association, you would be covered under their insurance for the festival). If you would prefer to join the association, please fill out the membership form and return it with your contract (the check for membership would be made payable to Fairborn Art Association).

**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 do not need to send photos unless you are selling something new.

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.**

**Returning vendors must reply before May 1<sup>st</sup>, to be assured of the same space as last year.**

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](mailto:fairbornart@juno.com) or (937) 305-0800.

Sincerely,

Warren Brown  
Chairperson

**APPLICATION AND CONTRACT FOR THE  
37<sup>th</sup> ANNUAL FAIRBORN SWEET CORN FESTIVAL  
Sponsored by the Fairborn Art Association and Fairborn Lions Club  
Saturday, August 18, 2018-11:00 a.m. to 7:00 p.m.  
Sunday, August 19, 2018-11:00 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 37<sup>th</sup> Annual Fairborn Sweet Corn Festival to be held in Fairborn, Ohio on August 18 and 19, 2018.

Returning vendors must have the application turned in by **MAY 1<sup>st</sup>** to be assured of the same space as last year. Applications received after **MAY 1<sup>st</sup>** 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 (unless returning vendor). 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 \$135 = \_\_\_\_\_ Total Volts \_\_\_\_\_ Total Amps \_\_\_\_\_  
220 and water # \_\_\_\_\_ Space(s) x \$160 = \_\_\_\_\_ 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 **\$160 per space**, which will be deducted from the 10% you owe the festival. The cost of the space will be a minimum of **\$160**. 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, its agents, employees and representatives; the Fairborn Lions, its agents, officers and representatives; Sanderson Insurance Agency, Erie Insurance Group, 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, Sanderson Insurance Agency, Erie Insurance Group, 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 WITH THE CONTRACT TO: FAIRBORN ART ASSOCIATION, P O BOX 1231, FAIRBORN, OH 45324.**

**The Hold Harmless must be witnessed.**

## 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. Festival is held at Community Park, 691 E. Dayton-Yellow Springs Rd., Fairborn, Ohio 45324.
4. To further enhance the quality of the Festival, all arts and crafts shall be **family-oriented and handcrafted**. It is highly desirable to have as many vendors demonstrating arts and crafts at their booth as possible. **We do not allow commercial products to be sold**. All products in question will be reviewed by the Committee and their decision will be final.
5. Games of chance, including raffles, 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.
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 be grounds for removal from the Festival without refund of booth fee.
7. The Fairborn Sweet Corn Festival 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 spaces be limited, not to exceed 300 booths, with the objective being to continuously upgrade 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. No liquid may be left or dumped in garbage containers. A \$50 fee will be charged per container if liquids are left or dumped.
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 – including overhangs.) Booths exceeding designated space will be reassigned to an area beyond primary rows behind the large pavilion. **Only one (1) vehicle and/or trailer (not to exceed 25 feet in total length) can be parked behind your booth.**
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 per the Fairborn Parks Rules (#4 of Ordinance 933).

## TERMS AND CONDITIONS CONTINUED

12. The Fairborn Sweet Corn Festival and the City of Fairborn, its officers and committee members shall not be responsible for and shall be held harmless from any claim for any losses, injury, theft, 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. 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. Each booth shall have or be equipped with an approved fire extinguisher having a minimum rating of 40-BC. Activation of cooking equipment shall not begin until an approved fire extinguisher is present in the cooking booth. The fire extinguisher shall be displayed in a conspicuous location and readily accessible. The fire extinguisher shall also be fully charged and have been serviced in the last 12 months. Booths that use “deep fat fryers” shall have a Class “K” fire extinguisher readily available.
  - 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 and/or volts needed. THIS IS A MUST!** (Not all booth spaces are 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 per container if liquids are left or dumped.
  - i. Grey water will be disposed of properly.
  - j. **No electric cords or hoses can run across the walkways.**

**SET-UP TIMES:** All booths must be ready 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. All moving vehicles must be escorted during the festival hours. Contact the Information Booth or call (937) 305-0800 for an escort.

Friday, Early Booth Set-Up: 4:00-8:00 p.m.  
Saturday, Booth Set-Up: 7:00 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 during festival hours.

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**FAIRBORN ART ASSOCIATION MEMBERSHIP FORM**  
**Membership dues for insurance at the Fairborn Sweet Corn Festival**

**Name** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Address** \_\_\_\_\_

**Please enclose payment of \$30.00.**  
**The insurance is only good for Fairborn Art Association events.**

# UNEXPECTED EVENT GUIDELINE

## **Fairborn Sweet Corn Festival Community Park - Fairborn, Ohio**

The Fairborn Sweet Corn Festival Information Tent will be the command post. All situations of concern must be communicated to the command post. Weather related issues will be monitored by command post personnel and if need be a **public address announcement** will be made with what action is to be taken. Chairperson of the festival will coordinate with Fairborn Parks Superintendent before making the decision as to action to be taken. Depending on the unexpected event the Fairborn Police Department and Fairborn Fire Department may be consulted and become key players in the event.

If there is a significant weather event expected, vendors will be asked to secure their inventories and tents and take cover in their personal vehicle. The general public will be asked to move quickly and safely to their vehicles in the parking areas and take shelter there.

Once the unexpected event has been resolved another public address announcement will be made with the suggested action to be taken.

Put in effect: August 3, 2013  
Reviewed: December 4, 2014  
Reviewed: January 3, 2017



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City of Fairborn \* 44 West Hebble Avenue \* Fairborn, OH 45324  
Telephone: (937) 878-3080 \* Fax (937) 879-2201

## **VENDOR SAFETY REQUIREMENTS**

The Fairborn Fire Department (FFD) would like to give some *Vendor Safety Requirements* for all public events held within the City of Fairborn. These guidelines apply to all vendors who participate in any event.

### **FOOD AND COOKING VENDORS:**

1. All tents shall be securely anchored. In the event tents are not tied down with the appropriate anchors and straps, a **MINIMUM** weight of **20 lbs. per tent leg (physically attached)** shall be used for each tent. **Note:** The FFD has the discretion to ask for additional anchors or weights due to test sizes or configuration.

If the minimum requirements for anchoring and weighting are not present during inspection, the vendor will be given a **MAXIMUM** of **2 hours** to comply with the requirements. If after such time a vendor has not complied, the FFD and the applicable committee will close such vendor until the vendor complies. If a vendor does not then comply, the FFD and the applicable committee will ask the vendor to leave.

Any exposed rebar that is used to tie down a tent or inflatable must be protected to prevent accidental injury.

2. +Approved cooking devices that employ electric, gas, charcoal, or wood that limits the flame height to a maximum of six (6) inches shall only be permitted under an open sided (no side material present) tent. The tent material shall be fire retardant and at least five (5) feet above the cooking surface.
3. Cooking with gasoline is prohibited.
4. All electrical and mechanical equipment shall be kept in good working order and not produce an electrical or fire hazard.
5. All LPG installations shall comply with NFPA 58.
6. All LPG cylinders and tanks shall be installed in a secure and upright manner and shall be secured to a stationary object. The cylinders and tanks shall be located in non-vehicular traffic area.
7. All LPG cylinders and tanks, which do not mount directly to the cooking equipment, shall be equipped with an approved valve guard collar.
8. All LPG cylinder hookups and cylinder exchanges shall be free of leaks before cooking begins (soap test).
9. All personnel working in the booth shall be familiar with the proper use and basic safety issues concerning the LPG gas cylinders.
10. **Each booth shall have or be equipped with an approved fire extinguisher having a minimum rating of 40-BC.** Activation of cooking equipment shall not begin until an approved fire extinguisher is present in the cooking booth. The fire extinguisher shall be displayed in a conspicuous location and readily accessible. The fire extinguisher shall also be fully charged and have been serviced within the last 12 months.
11. **Cooking booths that use “deep fat fryers” shall have a Class “K” fire extinguisher readily available.**
12. All cooking booths shall have a 3-foot minimum clear aisle on each side.



13. Unattended cooking operations shall not be permitted.
14. All cooking equipment and open flames shall be turned off and/or extinguished when the event ends each day.
15. All charcoal grills shall be equipped with a non-combustible ash collector underneath the fire pit.
16. Live ashes shall not be permitted to fall on the ground. The ashes shall be placed into a non-combustible metal container with a tight fitting lid.
17. Charcoal and charcoal lighter shall not be stored under the cooking grill.
18. On charcoal grills, a full five (5) gallon bucket of water shall be located within the booth for emergency use.
19. Trash and combustible waste material shall not be permitted to accumulate within the booth and/or around the booth.
20. The sidewalk area behind the booths shall be free of **ALL** storage and materials.
21. The use of extension cords shall be kept to a minimum. The cords shall be listed for outdoor use and shall be properly sized for their function. These cords shall also be protected against physical damage from both vehicles and pedestrians. Copper conductors shall not be visible through the insulation. Damage to the copper conductor insulation shall not be repaired and the extension cords shall be removed.
22. All fuel burning engines and generators shall be located so that the exhaust vents away from the tent. These generators shall be located at least three (3) feet from the tents.

### **ARTS AND CRAFT VENDORS**

23. All tents shall be securely anchored. In the event tents are not tied down with the appropriate anchors and straps, a **MINIMUM** weight of **20 lbs. per tent legs (physically attached)** shall be used for each tent. **Note:** The FFD has the discretion to ask for additional anchors or weights due to tent sizes or configuration.

If the minimum requirements for anchoring and weighting are not present during inspection, the vendor will be given a **MAXIMUM** of **2 hours** to comply with the requirements. If after such time a vendor has not complied, the FFD and the applicable committee will close such vendor until the vendor complies. If a vendor does not then comply, the FFD and the applicable committee will ask the vendor to leave.

Any exposed rebar that is used to tie down a tent or inflatable must be protected to prevent accidental injury.

24. The use of extension cords shall be kept to a minimum. The cords shall be listed for outdoor use and shall be properly sized for their function. These cords shall also be protected against physical damage from both vehicles and pedestrians.
25. All fuel burning engines and generators shall be located so that the exhaust vents away from the tent. These generators shall be located at least three (3) feet from the tents. Fuel shall be contained in an approved safety can.

### **INFLATABLE DEVICES**

26. All inflatable devices **MUST** be securely anchored to the ground to prevent injury.
27. Any exposed rebar that is used to tie down a tent or inflatable must be protected to prevent accidental injury.
28. Inflated devices will not be used in winds over 25 mph.

If there are any questions on the guidelines, please contact the City of Fairborn Fire Department at (937) 754-3080.