



2020 Merchandise Vendor Contract
May 21-25, 2020



MAIN STREET PORT CLINTON WALLEYE FESTIVAL-40th Anniversary

Please return signed contract and payment to Main Street Port Clinton Walleye Festival at the address below.

Main Street Port Clinton Walleye Festival

110 Madison Street • Port Clinton, Ohio 43452

419-734-5503 • info@walleyefestival.com • www.walleyefestival.com • [Facebook.com/WalleyeFest](https://www.facebook.com/WalleyeFest)

Read this entire Agreement carefully. Completed contracts, payment, and required documents must be submitted to Main Street Port Clinton via fax, email, or mail by May 1, 2020. Vendors are solely responsible for obtaining all permits, licenses, and certificates of Liability Insurance as required herein. Submitting all required paperwork with signature and payment shall act as agreement to all terms, rules, and regulations. Violations of this agreement could result in penalty fees and/or removal from Festival grounds without refund.

SECTION 1.0 YOUR INFORMATION

Organization: _____ Ohio Vendor License #: _____
 Name of Owner: _____ Cell Phone: _____
 Owner Email: _____
 Address (Street, City, ST, Zip): _____
 On Site Contact: _____ Cell Phone: _____

SECTION 1.1 PERMITTED ITEMS FOR SALE

Please describe the type of display and items you wish to sell. **MANDATORY.** You will be notified no later than May 15, 2020 if there is a problem or concern about any items. If no contact is made, you may assume your items have been approved. Any additions or deletions must be approved by Main Street Port Clinton before May 15, 2020. All approvals must be in writing.
Beverages may not be sold or dispensed by merchandise vendors. _____

SECTION 2.0 VENDING FEES & REQUIRED PAPERWORK

Frontage: \$225 for 12 feet or less of frontage and \$10 per foot beyond 12 feet. Frontage is considered your main service area side and should include necessary pedestrian space if selling on sides of vendor space. Frontage is measured from end to end including wings, awnings, flaps, tent legs, signs, etc.

Electric: 110 Volts per site is included in frontage cost. Upgrades may be purchased at the rate of 220 Volts 20 to 40 Amps \$50, 220 Volts over 40 Amps \$75. You will be charged for each electrical connection to our boxes beyond the first 110 Volts. Main Street Port Clinton reserves the right to disconnect a vendor at any time if deemed unsafe or in violation of contract.

Garbage: Included in frontage cost. Recycling is mandatory. Please utilize the correct dumpsters when disposing of waste. It is the vendor's duty to inform all employees/volunteers of these procedures.

Parking: Two parking permits are included in frontage cost. Only those vehicles with a parking permit will be allowed entrance to the parking lot within Waterworks Park. Any vehicle found without a permit is subject to ticket or tow removal as trespassers. Additional parking permits can be purchased for \$5 per day.

SECTION 2.1 SUMMARY OF CHARGES & LOGISTICAL REQUESTS:

Area Requested: Frontage _____ feet by Depth _____ feet
 Additional Electric Requested: Volts _____ Amps _____ Connections _____
 Do you have additional stock trucks? YES NO Description: _____

Please Note: Due to electrical hookup locations up to 100 feet of cord may be required and supplied by the vendor.

- | | |
|--|-------------------|
| A. Site Cost (example: 12 Feet Frontage = \$225 or 16 Feet Frontage = \$265) | \$ _____ |
| B. Additional Electrical Costs (220 Volts 20 to 40 Amps \$50, 220 Volts over 40 Amps \$75) | \$ + _____ |
| C. TOTAL COST | \$ = _____ |
| D. Port Clinton Area Chamber Member Discount (subtract 10% if current member) | \$ - _____ |
| E. Early Walleye Discount (subtract \$25 if full payment received by April 1, 2020) | \$ - _____ |
| F. Balance (due on or before May 1, 2020) | \$ = _____ |

SECTION 3.0 TERMS AND CONDITIONS (Read carefully and initial at left where indicated)

SECTION 3.1
DEADLINES &
PAYMENT

_____ Initials

THE DEADLINE DATE IS MAY 1, 2020. Vendor space rental must be paid on or before the deadline and remitted with this Agreement. All vendors are applying to be a vendor at the Walleye Festival. This is not a contract for space, and may not be resold or subleased in any fashion. Any returned check shall be subject to a \$25 returned item fee per instance. Any such fee must be paid before a vendor space is assigned.

SECTION 3.2
HOURS OF
OPERATION,
SETUP &
TEARDOWN

_____ Initials

Merchandise Vendor specifically agrees herein to provide full service during the course of the entire Festival, subject to a penalty of \$100 per hour for any full hour during which the vendor is unable to comply due to vendor's lack of stock or personnel.

All vehicles must be removed from the Walleye Festival area (Waterworks Park) at least 30 minutes to the start of the Festival each day, and there will be no vehicle traffic in the park during Festival hours. No non-vending vehicles are permitted in the Festival area (Waterworks Park) overnight. This includes personal vehicles, campers, towing vehicles, etc.

Festival Operating Hours:

Fri, May 22: 5pm-11pm Sat, May 23: 11am-11pm Sun, May 24: 11am-11pm Mon, May 25: 11am-5pm

Setup must occur between 9am-5pm Thursday, May 21. **Breakdown** may begin on Monday, May 25 at 5:00pm. **SETUP AND BREAKDOWN MAY ONLY OCCUR DURING THESE STATED TIME PERIODS. Early dismantle is not allowed under any circumstances. All trash and debris must be cleared from vendor area at Festival close. Failure to properly clear grounds shall result in a \$75 cleanup fee assessment**

Vendor spaces are assigned on a first come, first served basis. Main Street Port Clinton will determine locations of all vendors and occasionally last minute adjustments will need to be made to accommodate unforeseen dilemmas. Vendors are not guaranteed their given space until electric connection has been made. Please note location requests in the white space near logistical requests on the first page. All returning vendors will be given priority based on seniority for requested locations.

SECTION 3.3
VENDOR SPACE

_____ Initials

Vendors are not permitted to solicit outside YOUR provided vendor space at any time. This includes offering samples, walking the festival with flyers, or otherwise soliciting outside YOUR vendor space.

Your vending space must be safe for pedestrians and customers. All overhangs, awnings, stakes, and posts must be adequately concealed, marked, or raised so as to ensure the safety of pedestrians. **ONE SIGN** shorter than 4 feet is allowed per vendor in aisle ways. All walkways and aisles must be kept clear for traffic flow and emergency vehicles and personnel.

All electric MUST BE connected by the on-site Walleye Festival electrician. Any wiring or connections made are at the discretion of the Walleye Festival electrician and may be removed or disconnected at any time they are deemed unsafe or unauthorized. All electrical equipment and wires are subject to inspection by the Walleye Festival staff, an Ottawa County inspector, or both. All cords must be free of cuts. If multiple cords are connected for length, the connection must be off of the ground and covered at all times.

SECTION 3.4
ELECTRIC NEEDS
& PROPANE

_____ Initials

Electrical connections will be available for your safe operation only. Power will not be supplied for fans, air conditioners, heaters, or any items not directly related to the production and/or selling of the ware described in this application. Walleye Festival staff is the final authority on this matter.

All propane tanks must be securely fastened (top & bottom) to a fixed object. All connections must be secure and tested daily. The local authorities will inspect you, possibly every day, to ensure that your area meets local and state regulations. Please contact the Ottawa County Health Department or the Port Clinton Fire Department should you have any questions prior to the event.

SECTION 3.5
RELEASE OF
LIABILITY

_____ Initials

The vendor, including all of its owners, agents, employees or assigns, hereby releases and waives any and all claims for personal injury, product liability, theft or other damage, against Main Street Port Clinton and/or the City of Port Clinton, hereinafter MSPC & City, its agents, contractors, successors and assigns, from or otherwise pertaining to the space and equipment rental hereunder, and Vendors expressly assume the risk of rain, wind, lightning and other weather related elements on the days of the Walleye Festival expressly disclaims any obligation or representation related to the number of persons to be attending the Festival or the revenue to be derived there from.

SECTION 3.5
WASTE

No waste may be dumped onto the ground or into the storm drains. Anyone caught dumping into the storm drains may face charges from local and/or State officials.

_____ Initials

Vendors agree to use provided waste containers (dumpsters) for disposal of waste at all times. Recycling is mandatory and additional information will be available at check in. Separate recycling dumpsters will be available.

At the end of the Festival, waste must be placed in these containers, or removed from the site completely. Failure to clean your site may cause your organization to be banned from future Festivals.

SECTION 3.6
CAMPING &
SECURITY

There will be absolutely NO CAMPING in the Walleye Festival area (Waterworks Park) during this event.

_____ Initials

Security is provided; however MSPC or the City are not liable for any thefts or losses incurred by the Vendor. It is our recommendation that all vendors secure their products adequately at the end of the night as over night security are not responsible for guarding individual vendor spaces. All losses should be reported to the Port Clinton Police Department at 419-734-3121 and at the Walleye Festival Office. Sleeping in your vendor tent on Festival grounds is prohibited.

Any and all injuries and/or accidents should be reported to the Walleye Festival Office.

SECTION 3.7
CODE OF
CONDUCT

The Vendor's conduct shall be professional and family friendly at all times. Main Street Port Clinton is a non-profit organization dependent on support from our Festival visitors, local residents, and City government. As a Walleye Festival Vendor you are assuming part of the image maintained by MSPC and should act respectfully.

_____ Initials

Vendor/Vendor relationships should be professional. Any problems between Vendors should be reported to the Walleye Festival Office where conflicts can be discussed out of sight of Festival attendees.

Disputes between Vendors and Walleye Festival Staff or Volunteers should be discussed with Main Street Program Manager or Board Members for Main Street Port Clinton. Contact information is available at the Festival Office.

OTHER TERMS AND CONDITIONS

SECTION 4.0

This contract may not be assigned by the Vendor to any other party, nor may the space or location be shared with any other party or vendor without the expressed, written approval of MSPC. Vendors that are not on premise by 5:00pm on Thursday, May 21 shall be subject to forfeiture of fee and assignment of their space to standby applicants at MSPC's sole discretion. The contract shall be governed under the statutes of the State of Ohio. No vendor or exhibitor may act in a manner contrary to the Laws of the United States, State of Ohio, Ottawa County or the bylaws of MSPC. This contract represents the sole agreement between the parties and no representations, statements or understandings are included as any part of this agreement.

SECTION 4.1
ASSIGNMENT &
GOVERNING LAW

_____ Initials

Should you have any questions about any of the items above, or any items regarding this year's Festival, please feel free to contact Main Street Port Clinton at the contact information provided.

SECTION 4.2
SIGNATURES FOR
EXCLUSIVE
AGREEMENT

Violation of these regulations could result in penalty fees and/or immediate removal from the event without the option of refund. All vendors run the risk of not being invited to attend future Festivals.

Print Owner Name

Sign Owner Name

Date