

2023 Greater Youngstown Italian Fest
August 4, 5, & 6, 2023

VENDOR AGREEMENT

This Agreement entered into at Youngstown, Ohio, this _____ day _____, 20____, by and between
The Italian Heritage Foundation of Youngstown, Inc.
(Hereinafter referred to as the Fest), an Ohio nonprofit corporation,
And

Full Legal Business Name _____
(Hereinafter referred to as **Vendor**)
Address _____
City, State, Zip _____
Contact Person _____ Phone (include area code) _____
Trailer Dimensions _____

NOW, THEREFORE, intending to be legally and enforceably bound by the terms hereof, be it hereby agreed by and between the parties hereto as follows:

1. GENERAL – ALL RULES AND REGULATIONS REFERRED TO HEREIN ARE MADE A PART OF THE CONDITIONS UNDER WHICH PERMITS ARE GRANTED FOR CONCESSION PRIVILEGES.

The Vendor will engage in the sale of the below-listed items ONLY, and will NOT sell any spirituous substance, squirt guns, bullwhips, or sell or display pins, badges, sweaters, shirts, or posters with obscene decorations or anything of an obscene nature while occupying said space:

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

The Fest reserves the right to interpret, amend, add or delete to same.

The Fest reserves its right to limit the number of Vendors for any reason at any time.

The Fest reserves the right to cancel or reject a Vendor's permit for any reason, at any time, before or during Fest activities.

No person shall be permitted to make solicitations of any nature except in contracted Concession Commercial Rented Spaces.

No person will be permitted to post or display signs, distribute handbills or advertise material, or sell or distribute free, any merchandise, except persons under contract.

Persons violating these general or special rules will forfeit all privileges and be subject to such penalty as the Fest may impose.

2. TERMS

The Vendor will occupy the space during the time period commencing the day before the beginning of the Fest and shall be vacated by no later than 1 a.m. following the final day of the Fest. Vendors cannot be removed prior to electrical/water disconnection the final night of the Fest.

3. LAWS

The Vendor shall display proof of a Youngstown, Ohio/Ohio County Health Permit and must comply with all Federal, State, County and the Committee laws, rules and regulations with regard to the sale of the aforementioned goods, foods, beverages or services.

A representative of the Youngstown Health Department will be on the Fest grounds prior to and during the Fest to handle inspection/licensing of food concessions.

4. INSURANCE

The Vendor will provide Workers' Compensation and General Comprehensive Liability insurance in the amount of ONE-MILLION DOLLARS (\$1,000,000.00) for Bodily Injury and/or Property Damage claims. **The Fest and the city of Youngstown MUST be named as an additional insured on said policy. A proof of Certificate of Insurance must accompany final payment.**

The Fest is not responsible for any damage done by the holder of a Vendor permit, or by his/her employees or agents, to any person or property. Vendors shall save the Fest harmless and waive their right to subrogation against the Fest. They shall carry their own liability insurance and present a Certificate of Insurance as proof when checking in.

The Fest shall not be responsible for damages sustained by Vendors from utility failures.

The Fest assumes no responsibility for accidents to any person, property, loss or damages by theft, fire, water, wind, storm, acts of third parties, or for any other causes; and all Vendors, exhibitors and their agents agree to abide by all rules and regulations of the Fest and to indemnify the Fest thereto.

City of Youngstown is not responsible for any damage done by the holder of a Vendor permit, or by his/her/its employees or agents, to any person or property. Vendors shall save the Fest harmless and waive their right to subrogation against the Fest. They shall carry their own liability insurance and present a Certificate of Insurance as proof when checking in.

The Vendors are solely responsible for the clean-up costs of any spills that are chemically toxic or hazardous. (EPA standards)

City of Youngstown shall not be responsible for damages sustained by Vendors from utility failures.

City of Youngstown assumes no responsibility for accidents to any person, property, loss or damages by theft, fire, water, wind, storm, acts of third parties, or for any other causes; and all Vendors, exhibitors and their agents agree to abide by all rules and regulations of the city of Youngstown and to indemnify the city of Youngstown thereto.

The violation of any of the above mentioned conditions by the holder of a Vendor Agreement, or by his/her agents or employees, shall annul the Vendor agreement and the Fest shall have the right to expel the offenders from the grounds and to take charge of the space occupied. All money paid for the privilege by the offending Vendor shall be forfeited to the Fest which may take charge of all property used in or about the business of the Vendor and sell same, and apply the proceeds to payments of any sums due the Fest for the privilege.

5. APPEARANCE

Vendors and their employees should be clean and neat in appearance.

All concession space must be neat and attractive; temporary structures and trailers must be freshly painted.

All space, inside and outside, must be improved and decorated by Vendors at their own expense.

All signs listing prices of all items to be sold, should be professionally painted, be in good condition and legible.

Vendors are to keep the grounds and/or buildings clean at all times during the Fest, by picking up litter around their concession and at night, by raking or sweeping refuse around their concession. Please use the dumpsters provided by the Fest for disposal of litter and refuse. This should be done by 11:30 p.m. each night, to facilitate the work of the Night Clean-Up Crews.

6. ELECTRICITY.

Vendors requiring more than **100 amp service** must secure the approval of same prior to moving on the grounds.

Vendors must take care of wiring their own concessions. Those **requiring over 60 amps must furnish their own service wire**. When wiring and ground rod are completed, Vendor should present permit number at the Fest office and sign for hook-up.

All bulbs must be 12 inches from canvas.

All permanent wiring should be checked by a competent electrician and repaired and/or replaced to conform with the National Electric Code. This includes replacement of plug-type fuses with controlled size, time delay-type fuses, or some similar overload protection aimed at preventing overloading wiring.

Temporary wiring should follow the requirement of the National Electric Code for such installations. This emphasizes the types of conductors and fixtures, which may be used, overload protection, conductor protection, and protection against physical damage.

Each Vendor must install their own ground for the electric box. All refrigerators, freezers, sno-cone machines, ice machines, etc., that are outside the stands must have a ground wire from case to the driven ground.

All electrical fees will be made part of the rental agreement.

Where drop boxes are furnished by the Fest, Vendors must provide their own supply line to same.

ALL ELECTRIC SERVICE WILL BE SHUT OFF BY MIDNIGHT FOLLOWING THE END OF THE FEST. THERE WILL BE NO EXCEPTIONS.

7. PROHIBITIONS.

Vendors ARE NOT permitted to:

- a. Sell any items or carry on business other than indicated in the contract.
- b. Distribute samples or giveaways (balloons, etc.) without the consent of the Fest.
- c. Use misleading information in securing names for "leads" or to have drawings without the written consent of the Fest. If approved, a list of prizes and winners must be furnished to the Fest secretary.
- d. Set up concessions until the Vendor Chair has approved location. Setting beyond the designated line-p will result in forfeiture of space.
- e. Transfer or sublet any part of space assigned, or move to another location without the written consent of the Fest.
- f. Operate a concession (stand, tent, trailer, etc.) without a responsible adult in charge at all times.
- g. Have trailer, tent or stand on the Fest grounds without a responsible adult in charge at all times.
- h. Undercharge or overcharge. Prices must be reasonable and signs showing prices of items for sale must be in view at all times.
- i. **USE NOISY INSTRUMENTS FOR THE PURPOSE OF ATTRACTING ATTENTION.** Public Address Systems may be used only with the written consent of the Fest and abuse of the privilege will result in its forfeiture.
- j. Make deliveries on midways after 11 a.m., except in case of emergency and written consent of the Fest.
- k. Put advertising of any kind on any building, tree or pole.
- l. Sell or advertise by "Roaming" unless given prior approval from the Fest.
- m. Bring intoxicating beverages of any kind to the Fest.
- n. Promote gambling or raffles for either money or goods.
- o. "Hawk" wares on grandstand during shows.
- p. Use any type of coin-operated machine without the written consent of the Fest.
- q. Flash beacon lights.
- r. Start "tearing down" concessions before 11 p.m. the last night of the Fest.
- s. Ride bicycles, motorcycles, motor scooters and carts or other motorized vehicles on the grounds.
- t. Animals are not permitted on the Fest grounds at any time unless medically required.

8. MISCELLANEOUS.

It is further agreed that no waiver by the Fest of any right, remedy or opportunity hereunder shall operate as a waiver by the Fest or any other right, remedy or opportunity on a subsequent occasion. All rights, remedies and opportunities of the Fest hereunder shall inure to the benefit of the successors and assigns of the Fest; and all obligations and duties hereunder of the Vendor shall bind the successors and assigns of the Vendor. This agreement constitutes the entire agreement between the parties, no other agreement, whether oral or in writing, being in existence or effect between the parties. This agreement shall be interpreted, construed, controlled and governed by and under the laws of the state of Ohio.

9. COMPENSATION FOR THE FEST.

It is agreed that "Food Trailer" vendors will compensate Fest in the amount of **\$1,000.00** for **three (3) days**. This includes electrical power fees and water tap-in fees. The Fest reserves judgment regarding the determination between "Food Trailer" and "Retail" vendors.

PLEASE MAIL BACK ALL DOCUMENTS AND PAYMENT TO: 159 N. HAZELWOOD AVE. YOUNGSTOWN, OHIO 44509

COMPENSATION IS TO BE PAID IN FULL UPON SIGNING OF THIS AGREEMENT.

RESERVATION OF SPACE BY VENDOR IS NOT CONFIRMED UNTIL FULL PAYMENT IS RECEIVED.

The Fest reserves the right to reject any vendor contract for any reason at any time. If deposits are already paid in full, the Fest will refund the monies in whole to the departing vendor.

IN WITNESS WHEREOF, the parties hereto this _____ day of _____, 20____, have executed and entered into this agreement as of and where first herein indicated.

THE GREATER YOUNGSTOWN ITALIAN FEST COMMITTEE, INC.

Vendor Signature

Date

Print Vendor Name