

**NEW RICHMOND RIVERFEST, INC.
2010
EXHIBITOR CONTRACT**

August 20th, 21st & 22nd

BUSINESS NAME: _____

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____

**NO ROVING VENDORS ARE PERMITTED!
VIOLATORS WILL BE ARRESTED!**

| Quantity | Description | Cost | Total |
|--------------|------------------------|----------|-----------|
| | 9x9 BOOTH | \$150.00 | |
| | 18x9 BOOTH | \$300.00 | |
| | Additional Electric*** | \$ 25.00 | |
| Total | | | \$ |

***YOU MUST BRING A 50'-14 GAUGE EXTENSION CORD. PLEASE EXPLAIN REASON FOR ADDITIONAL ELECTRIC REQUIREMENTS AND WHAT EQUIPMENT YOU WILL BE USING ON THE BACK OF THIS PAGE. SEE CONTRACT ADDENDUM FOR ELECTRICAL CONDITIONS.

(NO ENTRIES ACCEPTED AFTER AUGUST 13, 2010)

Make checks payable to New Richmond Riverfest, Inc.

The exhibitor and New Richmond Riverfest, Inc. agree to all regulations stated in this contract and in the Exhibitor Agreement (Addendum to Contract).

EXHIBITOR SIGNATURE

DATE

NEW RICHMOND RIVERFEST, INC.

DATE

Please sign and date the above as exhibitor. Return that page of the contract, photo and description of your merchandise, your rental fee and a self addressed stamped envelope. Upon approval, a copy will be returned to you.

NEW RICHMOND RIVERDAYS EXHIBITOR AGREEMENT
(ADDENDUM TO CONTRACT)

AGREEMENT: Exhibitor and New Richmond Riverfest, Inc. agree that this contract constitutes the sole and only agreement between them and correctly sets forth their obligations to each other.

ASSIGNMENT: This contract is not assignable by applicant.

BINDING EFFECT: The contract is not binding until an official of the New Richmond Riverfest, Inc. signs the same on the signature line provided on the application. In the event of failure of approval, the only liability of New Richmond Riverfest, Inc. shall be to return to the exhibitor the entry fees.

BOOTH APPEARANCE:

- A. Merchandise is to be displayed in an orderly manner.
- B. A sign indicating the booth number must be displayed within the booth.
- C. Attire, considered proper by New Richmond Riverfest, Inc. officials, is required.
- D. Booth is for displayed merchandise ONLY. No vehicles are to be parked in the event area.
- E. Exhibitors are responsible for bringing protective covering for their merchandise in the event of inclement weather.**

CANCELLATIONS AND ENTRY FEES: Cancellations received before 5:00 pm on the Friday two weeks prior to the beginning day of the festival will result in a 75% refund of the entry fee. No refund will be made for cancellations made after that date. Each contract must be accompanied by the full entry fee (check or money order) and a self addressed stamped envelope.

ELECTRICITY:

- A. Exhibitor is responsible for bringing a 50 ft. 14 gauge extension cord. Two 60-watt lights will be provided for each 9x9 booth for night use only and **not intended for any other type of electrical service.**
- B. Additional electric is available for the operation of motors, routers, fans etc. The charge for that service (duplex 15 amp receptacle) is \$25. This will also be necessary for additional lighting.
- C. UNAUTHORIZED USE OF ELECTRICITY WILL RESULT IN REMOVAL FROM EVENT AND ALL FEES WILL BE FORFEITED.**

INDEMNIFICATION: As part of the consideration hereof, exhibitor agrees to hold harmless, and to indemnify New Richmond Riverfest, Inc. its officers, directors, agents and members from and against all claims damages, actions, liabilities and expenses, including legal fees, for all damages done to any property, personal injury, and/or loss of life, arising from, out of, or during the course of the festival by reason of exhibitor's participation in the event, operation of their booth, or their occupancy or use of the property or any part thereof. The Exhibitor will be held responsible for any and all damages incurred with the use of rental booths and equipment.

New Richmond Riverfest, Inc. disclaims and will not be liable for any change in circumstances, which results in a cancellation by New Richmond Riverfest, Inc. of this event. In the event of such cancellation any funds previously deposited with New Richmond Riverfest, Inc. will be refunded. **This event will otherwise take place regardless of inclement weather conditions.**

OHIO SALES TAX: Each exhibitor is responsible for paying his or her own state sales tax.

By signing this contract the exhibitor agrees to hold New Richmond Riverfest, Inc. harmless for any liability or loss what so ever.

MERCHANDISE: A photo and description of your merchandise must be included with your application for prior approval. Approval will not be given without a photo and written description. If the submitted description of product does not reasonably represent your product and or/material or you fail to comply with the request of New Richmond Riverfest, Inc. to discontinue the sale of any product, then New Richmond Riverfest, Inc. may revoke, upon verbal notice, your permission to participate the event and cause your removal from the premises. In this event an exhibitor understands and agrees that their entry fee will be forfeited. Further exhibitor agrees to reimburse New Richmond Riverfest, Inc. for all expenses, including attorney fees and court costs, incurred in enforcing this paragraph.

PLACEMENT: There will be **NO LOCATION CHANGES** made at set up time or during the festival weekend!!

REQUIREMENTS OF LAW: Exhibitor agrees to **comply** with **all laws, orders and regulations** of **Federal, State, County** and **Municipal** authorities and **comply** with the direction of **any** public officer.

SELECTION: Entry permission will be determined by a selection committee appointed by New Richmond Riverfest, Inc. and is based on the criteria set forth above. All decisions by the selection committee are final. All photographs become the property of New Richmond Riverfest, Inc. and may not be returned.

SET UP: Exhibitors may begin setting up on Friday at noon. Upon arrival, there will be posted signs directing you to the registration area, so that you may be assigned an appropriate booth. All support vehicles **MUST** be removed from the area by 5:00 pm. Failure to comply may result in the vehicle being ticketed and, if necessary **TOWED**.

STANDARDS AND APPLICATIONS APPROVAL: New Richmond Riverfest, Inc. continually makes an effort to upgrade its various events. In doing so we must constantly monitor the appropriateness of products that are to be sold. Whether a product may be sold at the event is within the sole discretion of the New Richmond Riverfest, Inc.

TIMES OF EVENT:

| | |
|---------------|-------------------------|
| Friday 8/20 | 6:00 p.m. – 12 Midnight |
| Saturday 8/21 | Noon – 12 Midnight |
| Sunday 8/22 | Noon – 6:00 p.m. |

Each exhibitor must man his or her booth during the times listed above.

WARRANTIES: Except as expressly set forth herein, there are no warranties expressed or implied.

ADDITIONAL INFORMATION: Should you desire additional information regarding the contract or any other part of this festival, please contact New Richmond Riverfest, Inc. at **513-553-4146 ext. 16**, or write, **P O BOX 265, New Richmond, Ohio 45157**.

APPLICATIONS SHOULD BE MAILED TO:

**NEW RICHMOND RIVERFEST, INC.
P.O. BOX 265
NEW RICHMOND, OHIO 45157**

New Richmond Riverdays

August 20th, 21st & 22nd

2010

Food Vendor Application

Participant or Group Name _____

Contact Person _____

Business Phone _____ Home Phone _____

Set-up

Each participant will be provided space and electricity. Participants may begin setting up at the event site at 10am on the morning of the 19th. **There will be someone there to indicate your location.**

NOTE: IT IS IMPORTANT THAT VENDORS NEEDING 220V OUTLET NOTIFY THE COMMITTEE AS SOON AS POSSIBLE TO INSURE AVAILABILITY!!

Electricity

Please list **all** equipment that will require electricity, such as coffee pots, toasters, etc.:

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Certificate of Insurance

Each booth operator is required to furnish a Certificate of Insurance when submitting his or her Contract. INSURANCE CERTIFICATE with a minimum of \$500,000.00 (five hundred thousand dollars) naming New Richmond Riverfest, Inc., and the Village of New Richmond as co-insured.

Grease Removal

Each booth is responsible for the removal of his or her grease at the end of the day. **DO NOT DUMP GREASE ON THE GROUND OR IN TRASH RECEPTACLES OR SEWERS.**

Forms

Your booth application and check made payable to New Richmond Riverfest, Inc. must be returned to New Richmond Riverdays, P.O. Box 265, New Richmond, OH 45157 by June 26, 2010. Your certificate of insurance must be submitted by July 31, 2010. It is **mandatory** that you meet these deadlines.

Health Department forms must be completed and mailed to Clermont County Health Department, 2291 Bauer Road, Suite 203, Batavia, OH 45103. If you have any questions relating to this form please call Scott at 513-732-7499.

If you have any questions concerning your space please contact Donna or Margie at 513-553-4146 ext. 16.

To: All Participants
Event: New Richmond Riverdays
Subject: Fire/EMS Department Requirements
Date: August 20th, 21st & 22nd, 2010

LPG Grills and Cooking Units

1. LPG means "Liquid Petroleum Gas."
2. All booths are to have a minimum of a three (3) foot aisle on each side.
3. A portable fire extinguisher shall be maintained in a fully charged and operatable condition. Extinguishers shall be conspicuously located where they will be readily accessible and immediately available in the event of a fire. The minimum rating of the fire extinguisher shall be 10 B.C. You will not be permitted to open without an extinguisher.
4. All LPG tanks, hoses and fittings are to be U.L. approved (NFPA No. 58).
5. All LPG tanks must be secured and not sitting loose on the ground where they can be kicked over and damaged.
6. All LPG tanks, which are not securely mounted on another piece of equipment, must be equipped with a valve guard collar to protect the tank control valve from damage. This protective collar can be, and usually is, built right into most LPG tanks. If your tank(s) is not equipped with a collar, you may be able to add one to the threaded part of the top of the tank. Most LP dealers can supply you with the proper parts to upgrade your tanks if they are not properly equipped.
7. When changing tanks, make sure all fittings are tight and do not leak gas. (Use soapy water for this test.) Use only correct type of tool intended for this changeover.
8. All participants working in a booth with an LPG grill must be familiar with proper use of the grill.

Charcoal Grills

9. All charcoal grills are to be equipped with an ash collector underneath fire pit.
10. Ashes are not allowed to fall on the ground.
11. All ashes are to be placed in a metal container with a tight-fitting lid, (garbage can).

Fire/EMS Dept. Requirements Continued
Charcoal Grills

12. Charcoal is not to be stored under the charcoal grill.

13. **A five (5) gallon bucket of water shall also be within the booth for emergency use.**

Electric: (Coffee Makers, Grills Hot Plates, Etc.

14. There are to be no defective or broken fixtures, switches, fixture cords, sockets, appliances, or other apparatus and devices. All participants shall comply with CFPC-1210-47.

General Requirements

15. When operating an outdoor cooking booth around large crowds, all participants must recognize the urgent need to practice fire prevention on its highest level. Therefore, all participants will be expected to be in complete compliance with all rules, regulations, and general safety practices or they will not be permitted to participate in the event.

16. Whether using your own equipment or if you have rented some of your cooking equipment, be sure it is in good mechanical working order and that all fittings are U.L approved of from other nationally recognized testing laboratories.

**New Richmond Riverdays
August 20th, 21st & 22nd 2010
Food Booth Contract**

Participant or Group Name _____

Contact Person _____

Business Phone _____ Home Phone _____

PLANNED MENU

NON-ALCOHOLIC BEVERAGES ARE ALLOWED AT \$200 EXTRA PER EACH BEVERAGE GROUP.

(Example: Different groups are classified as - Soft Drinks, Water, Tea, Lemonade, etc.) Contact Donna or Margie if you have any questions.

Note: The committee reserves the right to alter (with the cooperation of the food booth participants) the menu so as to limit the number of food booths selling the same or like items. Preference will be given to the participant from whom the contract is first received. **There will be a maximum of six (6) items per booth.**

| ITEM | SELLING PRICE |
|----------|---------------|
| 1. _____ | \$ _____ |
| 2. _____ | \$ _____ |
| 3. _____ | \$ _____ |
| 4. _____ | \$ _____ |
| 5. _____ | \$ _____ |
| 6. _____ | \$ _____ |

PARTICIPATION FEE

The Participation fee is \$500.00, plus \$200 for each beverage group, made payable to New Richmond Riverfest, Inc.

Please Indicate Enclosures

CERTIFICATE OF INSURANCE _____ SIGNED CONTRACT _____

CHECK FOR \$500.00 _____

CHECK FOR BEVERAGE GROUPS (\$200 EACH) _____

PICTURE OF YOUR BOOTH (must be included) _____

****THE COMMITTEE WILL SET LOCATION
WITHIN THE EVENT AREA. NO
EXCEPTIONS.****

INDEMNIFICATION

As part of the consideration hereof, participant agrees to hold harmless, and to indemnify New Richmond Riverfest, Inc. and the Village of New Richmond, its officers and directors, agent, employees, from and against all claims, damages, actions, liabilities, and expenses, including attorney fees, for all damages done to the property, personal injury and/or loss of life, arriving from, out of, or during the event by reason of participant involvement in the event, operation of their booth, or their occupancy or use of the property or any part thereof.

Participants will be held responsible for any and all damages incurring with use of rental booths and equipment.

DATE

SIGNATURE APPLICANT/FOOD BOOTH
PARTICIPANT

**ICE WILL BE AVAILABLE TO PURCHASE AT THE
INFORMATION BOOTH**