

INVITATION TO APPLY

REYNOLDSBURG TOMATO FESTIVAL

SALES & DISPLAY TENTS

COMMUNITY TENT

CONCESSIONS

P.O. Box 599, Reynoldsburg, OH 43068

Phone: 1-614-TOMATO-1 (866-2861)

Email: TomatoFestival@aol.com

Web Site: ReynoldsburgTomatoFestival.org

SPACE RENTAL AGREEMENT

RETURN DEADLINE 7/15/2008

DATE 6/01/2008

SPACE SIZE 10' x 10'

TOTAL DUE \$175.00

Vendor Name _____

Contact Name _____

Address _____

City _____ State _____ Zip _____

Work Phone _____ FAX _____

Home Phone _____ Cell Phone _____

Email _____

This contract honors only those primary items listed below that you will be vending.

The undersigned acknowledges this contract for space during the Reynoldsburg Tomato Festival, beginning on Wednesday Sept. 3 at 5:00 PM and terminating on Sunday Sept. 7 at 6:00 PM.

The Reynoldsburg Tomato Festival reserves the right to amend the operating hours and days in the event that climatic conditions render the ground unusable or in the event personal safety may be compromised.

RULES AS LISTED

1. The Reynoldsburg Tomato Festival, Inc. reserves the right to reject any application for space or to revoke the permission to use any space at any time when the business of the vendor is operating contrary to the rules and regulations of the Reynoldsburg Tomato Festival, Inc. Vendor spaces may not be sublet, subcontracted, or otherwise placed in the use of persons other than the named vendor in the invitation to apply. Any space remaining unoccupied on the opening day of the festival or any time thereafter may be rented to other persons without notice to the original named vendor on the invitation to apply at the discretion of the Reynoldsburg Tomato Festival, Inc.

2. The Reynoldsburg Tomato Festival, Inc. reserves the exclusive right of placement of the vendor. **No vendor has any product exclusivity.** This agreement permits the sale of the above stipulated items solely at the rental space assigned to the vendor by the Reynoldsburg Tomato Festival. The Festival has the right to request removal of any products which the Festival deems inappropriate or harmful. One vendor representative must be in attendance at their space during **ALL open hours** of the Festival and **must stay still the end of the Festival on Sunday.** Any space left unattended will be subject to removal without refund. Any vendor in violation of this contract may not be invited to future Tomato festivals at the discretion of the Reynoldsburg Tomato Festival. Any refunds, partially or in whole are at the sole discretion of the Reynoldsburg Tomato Festival.

3. The vendor shall be responsible for compliance with all city, township, county, state and federal regulations. Due to fire, safety and health code regulations, no cooking will be permitted in any tents, nor will any 'home canned' goods be permitted to be sold on the grounds. Any temporary membrane structures (i.e. tents, canopies, awnings, etc.) over 100 square feet are subject to inspection by the City of Reynoldsburg Building Code Inspector, or State or Local Fire Inspectors.. Vendor's must comply with their decisions.

4. Contests, games of chance and dishonest games of every description are expressly prohibited.

5. Security personnel will be on the grounds from the day prior to opening through closing day. Officers will be on duty during the open hours of the Festival.

6. It is expressly understood that the Reynoldsburg Tomato Festival, Inc. shall in **NO WAY** be liable for damage, destruction, theft or loss of any kind to any property or for injury arising out of the use of the space provided, or for the property kept on the Festival grounds. Vendors may be held liable if they are the cause of any injury or accident. Each vendor is responsible for their own safety and property.

7. Standard 110-120v electric service will be provided for all vendors. Vendors will need to provide their own 100 foot grounded extension cord.

Electric power needed: (**Circle one**) 110/120v (No charge) 220v/240v (first 30 Amps Free - \$1.00 Surcharge per amp above 30 amps as determined by the type and class of the cable connection to the service box.)

Electric Amps you will be connecting: _____

8. The Reynoldsburg Tomato Festival, Inc. has reserved a designated vendor parking area. Each vendor will receive one weekly parking pass per concession space. Additional weekly passes will be available for sale in the festival office at a cost of \$10.00 per pass. Passes must be displayed on the rear view mirror at all times when on the festival grounds.

9. All cars, vans and RV's must be removed from the grounds and moved to the designated parking area for vendors two hours prior to each day's opening time. All vehicles not in compliance will be towed at the owners expense.

10. All displays must be removed from the grounds within twenty-four (24) hours of the Festival's closing. Removal charges will be imposed for noncompliance.

11. The Reynoldsburg Tomato Festival reserves the right to operate off road vehicles such as golf carts, all terrain vehicles for the maintenance of security, safety and service. The use of Festival vehicles by persons other than Reynoldsburg Tomato Festival or use of privately owned off road vehicles on the festival grounds is strictly prohibited.

12. All applications and the full rental MUST be received by the Reynoldsburg Tomato Festival, Inc. by the stated deadline, otherwise no reservation will be given to the vendor. All applications are processed on a first received basis.

13. Each vendor certifies that it maintains adequate liability insurance (\$1,000,000.00) and agrees to provide proof of same to the Reynoldsburg Tomato Festival, Inc.

14. The signing of this agreement by the vendor hereto is an express agreement to abide by the rules, as listed of the Reynoldsburg Tomato Festival, Inc.

15. Once this invitation to apply is completed and signed on the front side, and accepted by the Chair it becomes a binding contract. You will be provided a copy for your needs.

I have read and understood the aforementioned rules and agree to abide by them as stated. This agreement is solely between the Reynoldsburg Tomato Festival and the listed vendor.

Signature _____

Tomato Festival Chair _____

THIS INVITATION TO APPLY BECOMES A BINDING CONTRACT WHEN ALL SIGNATURES ARE AFFIXED