

COMMITTEE USE ONLY

Deposit Amt.: \$ \_\_\_\_\_ Ck.# \_\_\_\_\_ Date: \_\_\_\_\_

Balance Amt.: \$ \_\_\_\_\_ Ck.# \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Thurs. July 7, 5-11PM

Fri., July 8, 5-11PM

Sat., July 9, 3-11PM

Sun., July 10, 3-11PM



## BOOTH APPLICATION

Contact Name: \_\_\_\_\_

Business or Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Booth Description: \_\_\_\_\_

Special Requirements or Considerations: \_\_\_\_\_

Items to be sold (if any): \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

### REGULATIONS:

1. The Committee reserves the right to reject any displays that are not appropriate. If necessary, an exhibitor could be asked to leave the festival without a refund.
2. Booth space is assigned by the committee. No exhibitor is permitted to move his/her assigned area without approval by the committee.
3. No "roving" vendors will be permitted without prior approval from Committee.
4. There will be no refunds of unclaimed space.
5. Boxes and other items not in use must be kept out of sight. Trash must be kept in appropriate containers.
6. Valuables should be removed overnight.
7. Booths should be attractively displayed during festival hours, but need not be staffed at all times.
8. The committee reserves the right to re-assign others to undisplayed spaces (on a temporary basis).
9. No alcoholic beverages are permitted.
10. No games of chance or raffles are permitted with special prior arrangements with Committee.

### TO SECURE SPACE:

- 1) **THE REQUIRED DEPOSIT (NON-REFUNDABLE) MUST BE RECEIVED WITH APPLICATION;** final payment due by June 24, 2011. All booths paid in full by June 25th will be guaranteed space, if approved by committee.
- 2) **APPLICATION MUST BE SIGNED BY APPLICANT AND COMMITTEE REPRESENTATIVE (SEE OTHER SIDE).**

**Promotional:** Government agencies, business professionals, product introduction and marketing, political candidates, etc.  
**Vendor Booths:** Sale of goods and/or services. (Note: This contract does not apply to food booths; applicants must complete a Food Booth Application.)  
**Non-Profit / Community Booths:** Clubs/organizations, school groups, churches, etc.

### BOOTH FEES

Space Description	Promotional Booths	Vendor Booths (sales of any kind)	Amount
12'x12' Space only – no electricity, no tables, no covering	\$205	\$225	\$
8'x8' Wooden booth, covered, lighted, one electrical outlet	\$270	\$290	\$
10'x10' Space under shared tent, lighted, with one electrical outlet	\$365	\$385	\$
*Add 20% premium for end or corner booth option			\$
**Non-profit / community groups deduct 40%			(\$ )
***Broadview Heights businesses deduct 20%			(\$ )
(one discount per application) <b>TOTAL</b>			\$
Deposit enclosed – non-refundable (at least 50%)			(\$ )
Balance due by June 24, 2011			\$

**MAKE CHECKS PAYABLE TO: City of Broadview Heights**

**MAIL TO: Broadview Heights Home Days, 9543 Broadview Road, Broadview Heights, OH 44147**

**INFORMATION: Annette Phelps 440/526-3651**

*(continued...)*

**BOOTH AGREEMENT**

This Agreement by and between the City of Broadview Heights, Inc. and:

\_\_\_\_\_

*(Name of Person or Grantee)*

...is subject to all Home Days booths rules and regulations (*copy attached and incorporated hereto*), Ordinances of the City of Broadview Heights and laws of the State of Ohio and the United States.

1. \_\_\_\_\_ (Grantee) hereby agrees to rent, subject to all the herein stated terms and conditions, space during the City of Broadview Heights "Home Days on the Green" (July 7, 8, 9, 10, 2011), as described on booth application, and included is a non-refundable deposit. Grantee recognizes that the special privilege of the use of the property gives Grantee no right, title, or privilege to use the property other than is expressly authorized herein and subject to all the terms and conditions herein. Grantee recognizes that this Agreement is not valid until signed by the Booth Chairman or his designated representative, and that this Agreement is revocable for any violation of its terms and conditions, and any rental shall be forfeited and Grantee shall be subject to prosecution under City ordinances.

2. Booth space as contracted is assigned by the Booth Chairman. No exhibitor is permitted to move his/her assigned area without approval by the Booth Chairman.

3. Booths must be attractively displayed. Boxes and other items not in use must be kept out of sight.

4. Grantee shall prepay its deposit upon return of this Agreement and rent by June 24, 2011. This Agreement is the mere grant of a privilege to use said property and is not a lease nor does it create any right, title, or interest in the property whatsoever.

5. Grantee is authorized to provide those goods and/or services as submitted and approved with Grantee's application. Grantee recognizes that any violation of this paragraph voids this Agreement and forfeits Grantee's rent and deposit.

**6. Grantee shall obtain vendor's licenses where applicable. All licenses shall be displayed in clear view to the public at each stand.**

7. Each Grantee shall put trash in refuse containers.

8. Grantee has designated \_\_\_\_\_ (*name of person responsible for compliance with all the conditions herein*) who may be reached at (\_\_\_\_\_) \_\_\_\_\_ (*phone number*).

9. Note that the City of Broadview Heights assumes no responsibility for any loss due to theft or damage to property.

10. Grantee agrees that the sub-letting or assignment of its space is prohibited without the permission of the Booth Chairman. Any attempted assignment or sub-letting forfeits this Agreement.

11. Grantee agrees to indemnify and hold harmless the City of Broadview Heights, the City of Broadview Heights, Inc. for any claims, demands, liabilities, costs or attorney's fees arising from or in any way connected with Grantee's activities pursuant to this Agreement for bodily injury, including death and/or property damage.

12. Sound equipment or devices emitting sound or noise may not be used by Grantee without prior approval of the Booth Chairman. Use of such equipment without proper approval terminates this Agreement.

13. Booths need not be staffed at all times; however, the committee reserves the right to re-assign unstaffed/undisplayed booths to others on a temporary basis.

Terms and Conditions (Items 1-13) are agreed to and it is certified that all such terms and conditions have been read and are understood.

GRANTEE: \_\_\_\_\_

BY: \_\_\_\_\_

APPROVED: CITY OF BROADVIEW HEIGHTS

By: \_\_\_\_\_  
*Annette M. Phelps - Booth Chairman*