

# BROADVIEW HEIGHTS SUMMER FESTIVAL

Thurs.-Sun. • July 10-13, 2008

Festival Hours: Thurs. 5-11, Fri. 5-12, Sat. 12-12, Sun. 1-11

c/o 9543 Broadview Road, Broadview Heights, OH 44147

440/526-4357 (day) or 440/227-1984 (cell)



<u>COMMITTEE USE ONLY</u>		
Deposit Amt.: \$	Ck.#	Date:
Balance Amt.: \$	Ck.#	Date:
Assigned Space: _____		
Comments: _____		

## BOOTH APPLICATION

Contact Name: \_\_\_\_\_  
 Business or Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Booth Description: \_\_\_\_\_

E-mail: \_\_\_\_\_  
 Phone: (\_\_\_\_) \_\_\_\_\_  
 Fax: (\_\_\_\_) \_\_\_\_\_

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

### 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.

### TO SECURE SPACE:

- 1) **THE REQUIRED DEPOSIT (NON-REFUNDABLE) MUST BE RECEIVED WITH APPLICATION;** final payment due by June 25, 2008. All booths paid in full by June 25th will be guaranteed space, if approved by committee.
- 2) **CONTRACT (ON OTHER SIDE) MUST BE SIGNED BY APPLICANT AND COMMITTEE REPRESENTATIVE.**

**Non-Profit/Community Booths:** Clubs/organizations, school groups, churches, etc.  
**Business Booths:** Government agencies, business professionals, product introduction and marketing, political candidates, etc.  
**Food Booths:** This contract does not apply to food booths. No food sales allowed at community booths.

### BOOTH FEES:

<u>Space Description</u>	<u>Community/ Non-Profit</u>	<u>Resident Business</u>	<u>Non-Resident Business</u>	<u>Amount</u>
Space only, no electricity, no tables, no covering	\$110	\$140	\$180	\$ _____ *
Wooden booth (approx. 8'x8', covered, lighted, one electrical outlet)	\$110	\$200	\$240	\$ _____ *
6' table and 2 chairs under shared-tent, lighted, one electrical outlet (approx. 10'x10')	N/A	\$250	\$325	\$ _____ *
<b>*Add 20% for end, corner, or cut-through space</b>				\$ _____
<b>Total</b>				\$ _____
50% Deposit enclosed (non-refundable)				(\$ _____)
Balance due by June 25, 2008				\$ _____

Note: Specialty booths may cost more.

**MAKE CHECKS PAYABLE TO: Broadview Heights Summer Festival, Inc.**

**MAIL TO: 1200 Mallard Pond Circle, Broadview Heights, OH 44147**

**(OVER)**

# BOOTH AGREEMENT

This Agreement by and between the Broadview Heights Summer Festival, Inc. and:

\_\_\_\_\_  
(Name of Person or Grantee)

is subject to all rules and regulations of the Broadview Heights Summer Festival, Inc. (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 Broadview Heights Summer Festival (July 10,11,12,13, 2008), as described on other side, along with 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 25, 2008. 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; and food handler's or food service license 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 and the Broadview Heights Summer Festival, Inc. assume no responsibility for any loss due to theft or damage to its 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 Broadview Heights Summer Festival, 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.

APPROVED: BROADVIEW HEIGHTS SUMMER FESTIVAL, INC.

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

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: \_\_\_\_\_