

**\*\*All forms must be COMPLETELY filled out, and current proof of insurance must name BOTH Huron River Fest, Inc and the City of Huron before you will be permitted to set up. X\_\_\_\_\_\*\* (please initial)**



## **Huron River Fest Vendor Application 2023**

*(Please read and fill out completely for consideration for acceptance to the festival. New forms, vendor fees and rules apply to the 2023 event. Sorry - no exceptions!)*

Main Street will **NOT** be closed to traffic until **after** 2:00 pm on Thursday, July 6th. Vendors will have street access for setting up **AFTER** 2:00 pm on Thursday. **The South Port Parking Lot is NOT considered part of the River Fest grounds and is NOT open for use Thursday or Friday from 8:00 am to 5:30 pm.** \_\_\_\_\_ (Please initial line to verify understanding set up & grounds)

### **Festival Dates & Times**

**Friday, July 7th 5:00 pm – 11:00 pm • Saturday, July 8th 11:00am – 11:00 pm  
Sunday, July 9th 11:00 am – 6:00 pm**

### **Vendor Categories**

**10 x 20 - Food Vendors: \$600  
10 x 10 - LOCAL Non-profit Vendors: \$150  
10 x 10 - Makers & Artists: \$200  
10 x 10 - Home Improvement: \$600**

***Completed Applications & \$100.00 non-refundable deposit to secure a spot is due on May 15, 2023.***

***Remaining balance and current Proof of Insurance is due on or before June 15, 2023.***

**After June 15, 2023 only cash or money orders will be accepted.**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

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

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

Do you have a Mobile Vendor's License or a Temporary License needed? \_\_\_\_\_

License Number \_\_\_\_\_

Electrical Hook up required:     110V     220V

Self Contained Water:     Yes     No    If no, is water needed? \_\_\_\_\_

What are the Measurements of your unit? \_\_\_\_\_

Do you vend from:     front     left     right     back

Vendors must supply the Huron River Fest with the following documents and deposit by May 15, 2022.

- Complete & signed - 8 page application packet**
- \$100.00 Deposit due by May 15, 2023; Balance due by June 15, 2023**
- Proof of Insurance: Due June 15, 2023**  
**General Liability \$1,000,000.00**  
**Naming BOTH: Huron River Fest & City of Huron**  
**(exception: Vendors with an Insurance Renewal date after June 15 are REQUIRED to submit an expired certificate by June 15 and then a current Proof of Insurance prior to setting up.)**

Signature of Contract \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Return entire packet to:

**Huron River Fest, Inc.  
PO Box 210  
Huron, Ohio 44839**

# Huron River Fest Vendor Application

What are your primary items for sale?

- 1.
- 2.

In addition to your Head Lining Items, What are the other items that you offer?

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

I agree to list only my primary items for sale on my vending unit throughout the festival.

I agree that all other items other than my primary must have approval by the committee in order to be listed for sale.

I understand that my vending unit is not guaranteed to be placed in the same location as the previous year and that circumstances sometime require the set up committee to move vendors to different locations. I understand that the location I have previously occupied is never guaranteed from year to year.

"I certify that none of my offerings requires a separate license beyond my business license."  
If you offer something that needs a separate license list it here \_\_\_\_\_ (ie: henna tattoos)"

Signature \_\_\_\_\_

## Huron River Fest Vendor Contract

This Agreement is made and entered into by, Huron River Fest, Inc., hereinafter referred to as "River Fest" and \_\_\_\_\_ hereinafter referred to as vendor.

1. Vendor agrees to supply merchandize, food or beverages at the Huron River Fest on the dates and time stated in the **Vendor Application** attached hereto and made a part of this contract.
2. Vendor agrees to comply with all terms and conditions stated in the **Rules and Regulations** attached hereto and made a part of this contract.
3. Vendor agrees to comply with all terms and conditions stated in the **Hold Harmless Clause and Liability Waiver** attached hereto and made a part of this agreement.
4. Vendor shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) bodily injury; Fifty Thousand Dollars (\$50,000.00) Property Damage which shall name the **Huron River Fest, Inc. and the City of Huron** as insured by June 15, 2023\*\*.
5. **Vendor shall obtain a Certificate of Insurance naming Huron River Fest, Inc. and the City of Huron as certificate holder by June 15, 2023\*\*.**
6. Vendor shall be a business that is licensed to conduct a trade or business in the City of Huron, Ohio and shall display said licenses as required by state and local law at all times Vendor's trade or business is open to the public.
7. Vendor agrees to and/or has complied with any and all local, state, federal or other relevant government jurisdiction's laws regarding, rules and regulations regarding the sale of merchandise, food or beverages sold by said Vendor.
8. Vendor shall pay all sales or other taxes, fees, and assessment required by any applicable federal, state or local law in connection with the Vendor's participation in the River Fest.
9. Vendor shall not sell or display any explicit merchandise, food or beverages including but not limited to merchandise, food or beverages that contains profanity, sexual content or racial/ethical slurs as determined by the River Fest.
10. Vendor shall be responsible for all set-up, teardown and **garbage removal** associated with their operations.
11. Vendor is responsible for all labor for and at its location(s), including set-up and teardown.
12. Vendor is responsible for any and all maintenance or repairs to be performed on Vendor's business and shall be performed at the Vendor's expense.
13. Vendor is required to take reasonable care to avoid damaging City of Huron property in setting up and tearing down.
14. Vendor shall not assign, sublease, transfer or share its interest in this contract without the prior written consent of the River Fest Committee.
15. The River Fest reserves the right to refuse to allow Vendor to operate at the Huron River Fest. However, if such determination is made after the Vendor has paid the registration fee; the River Fest agrees to return the fee to the vendor.
16. The River Fest reserves the right to close down the Vendor's operation if the Vendor's operation does not comply with any local, state, federal or other relevant governmental jurisdiction's laws, rules or regulations including but not limited to health codes, fire codes, electrical codes and any criminal law or ordinance. If Vendor is shut down for lack of compliance with local, state, federal or other relevant governmental jurisdiction's laws, rules or regulations, the vendor shall not receive a refund of the Vendor fee.

17. The rental fee is non-refundable, in the case of acts of nature, war, fire, or in the event any outside cause such as any agencies, organizations, institutions or persons not party to, or privy to this lease or other emergency prevents the Huron River Fest from being held. The River Fest may retain such part of Vendor's rental fee required to compensate the Huron River Fest's expenses incurred up to the time such contingency shall have occurred.
18. The River Fest reserves the right to prohibit the sale of merchandise, food or beverage that does NOT comply with the terms and conditions of this contract.
19. Any loss suffered by the Vendor is the sole responsibility of the Vendor and the River Fest shall not be held liable or chargeable for any loss, income, resale or commissions of the Vendor. This includes revenue loss due to inclement weather conditions.
20. The River Fest does not grant category exclusivity to Vendor.
21. If any term, covenant or condition of this lease or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
22. This Agreement contains the entire agreement between the parties and cannot be changed or terminated orally, but only by an instrument in writing executed by the parties.
23. The Agreement shall be considered to have been entered into in the State of Ohio for the operation of Vendor's business in the State of Ohio, County of Erie. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
24. The agreement, terms, covenants and conditions herein shall bind and inure to the benefit of the River Fest and Vendor and their respective heirs, legal representatives, successors and except as otherwise provided herein, their assigns.

**\*\* (exception: Vendors with an Insurance Renewal date after June 15 are REQUIRED to submit an expired certificate by June 15 and then a current Proof of Insurance prior to setting up.)**

**In witness whereof, Vendor and River Fest intending to be legally bound hereby, have executed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_**

**Vendor's Business Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Huron River Fest, Inc.** \_\_\_\_\_

**By:** \_\_\_\_\_

# Huron River Fest Rules & Regulations 2023

## Festival Hours of Operation

Friday, July 7 - 5:00 pm to 11:00 pm

Saturday, July 8 - 11:00 am to 11:00 pm

Sunday, July 9 - 11:00 am to 6:00 pm

Beer vendors cannot sell or give malt beverages after 10:30 pm on Friday, July 7 and Saturday, July 8. All patrons must exit the fenced in beer area at 11:00 pm each night.

Food vendors must cease selling and close their unit at 11:00 pm each night.

## Concession & Exhibitor Set-Up

No concession – exhibitor shall start setting up prior to 6:00 pm Thursday, July 6, 2023 unless approval is obtained by Huron River Fest Committee.

Beer vendors are responsible for providing, assembling and removing their own fence for their concession area. Fence assembly can start on Wednesday, July 5, 2023 at 6:00 pm.

**\*\*\*2023\*\*\***

**All Food Vendors must set-up: Thursday, July 6th after 2:00 pm. Early set up will not be permitted as Main Street will not be closed until this time. **Set up only once forms, fees and insurance have been approved by the Huron River Fest Committee.****

All Other Non-Food/Beer Vendors must have their booths set up by 5:00 pm Friday, July 7, 2023.

## Concession & Exhibitor Tear Down

All Concessions will not tear down their booths until 6:00 pm, Sunday, July 9, 2023 without approval of the Huron River Fest Committee.

All vehicles, trailers, tents and displays must be removed from the festival grounds by Sunday, July 9, 2023 at 9:00 pm.

## Space Categories & Assignments

- 10 x 20 - Food Vendors: \$600**
- 10 x 10 - LOCAL Non-profit Vendors: \$150**
- 10 x 10 - Makers & Artists: \$200**
- 10 x 10 - Home Improvement: \$600**

All vendors will be assigned a space on the festival grounds by the River Fest Committee. Returning vendors will be given priority. I understand that my vending unit is not guaranteed to be placed in the same location as the previous year and that circumstances sometime require the set up committee to move vendors to different locations. I understand that the location I have previously occupied is never guaranteed from year to year.

### Permits

All concessions are responsible for obtaining the proper permits to conduct business... (ie: Health Department permits, liquor permits, vendor licenses, etc.)

### Insurance

All vendors must supply the Huron River Fest with a Certificate of General Liability Insurance **naming BOTH the Huron River Fest and the City of Huron** for a minimum of \$1,000,000.00 (One Million dollars) no later than June 15, 2023.

Beer Vendors must supply the Huron River Fest with a Certificate of General Liability Insurance **naming BOTH the Huron River Fest and the City of Huron** for a minimum of \$2,000,000.00 (Two Million dollars) no later than June 15, 2023.

### Fire Extinguishers

All concessioners using deep-fryers will be required to have a minimum of one k-class portable fire extinguisher in addition to the dry fire extinguisher currently required to control surface type fires involving grease.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Huron River Fest Rep: \_\_\_\_\_

# Huron River Fest Hold Harmless

To the fullest extent permitted by law, (your company)

\_\_\_\_\_  
*(print name on line)*

Agrees to defend, pay in behalf of, and hold harmless the Huron River Fest Inc. committee and/or the City of Huron, Ohio, and its elected and appointed officials, employees, volunteers, or all others working in behalf of the Huron River Fest, Inc. against any and all claims, demands, suits, losses, including all costs connected therewith, for any damage which may be asserted, claimed or recovered against or from the Huron River Fest, Inc. and/or the City of Huron, Ohio, and/or its elected and appointed officials, employees, volunteers or all others working on behalf of the Huron River Fest, Inc. by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arise out of the alleged negligence of (your company)

\_\_\_\_\_ and/or in any way connected or associated with this contract.

Authorized Agent Entity of \_\_\_\_\_ Date \_\_\_\_\_

## Liability Waiver

The Huron River Fest, Inc. and/or the City of Huron, Ohio, is not responsible for any damage done by a concessionaire, exhibitor, or by his, or its employees or agents, to any person or property.

Concessionaires and/or exhibitors shall hold the Huron River Fest, Inc. and the City of Huron, Ohio, harmless and waive the right of subrogation against the Huron River Fest, Inc. and/or the City of Huron, Ohio. Concessionaires and/or exhibitors shall carry their own liability insurance and present **Certificate of Insurance** as part of the reservation process.

The Huron River Fest, Inc. and/or the City of Huron, Ohio assumes no responsibility for accidents to any person, property or loss of damages by theft, fire, water, wind, storm, or acts of third party or for any other causes; and all concessionaires, exhibitors and their agents agree to abide by all of the rules and regulations of the Huron River Fest, Inc. and/or the City of Huron, Ohio and its officials, officers, employees and volunteers thereto.

The violation of any of the above-mentioned conditions by a concessionaire and/or exhibitor, or by his or her agents or employees **shall annul the contract** between the contract holder and the Huron River Fest, Inc. I agree to abide by all the rules and regulations of the Huron River Fest, Inc. and/or the City of Huron, Ohio and its officials, officers, employees, and volunteers thereto.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Company Name \_\_\_\_\_ Date \_\_\_\_\_

