

# Obetz ZucchiniFest 2023

## September 1<sup>st</sup> through 4<sup>th</sup> – Labor Day Weekend

### Art, Craft and Ground Vendor Application

#### Who is Eligible to Apply?

- Vendors selling unique, handcrafted, vintage, or upcycled items or cottage food items such as local honey, zucchini products, and similar items;
- Direct sales vendors such as Tupperware, Scentsy, etc. provided they are selling products at the venue;
- Vendors selling toys, sports memorabilia and clothing, and other new items;
- Vendors offering an on-site service;
- Non-profits and other governmental agencies

**The Festival is not accepting businesses that offer contract services such as roofing, gutters, windows, newspapers subscriptions, etc.**

#### How to apply?

To apply to be a Vendor, complete the attached application. No money needs to be sent at this time. If you are accepted into the Festival, a contract will be sent to you. All vendor selections are at the discretion of the City. Previous vendors are given the opportunity to reserve their spot first. All decisions of the City will be final.

#### Fees

- \$65 per 10'x10' interior space in Festival tents
- \$125 per 10'x10' corner space in Festival tents (extremely limited)
- \$225 per 10'x20' space outside tent – reserved for trailers only – no freestanding tents without permission of Obetz

All vendors must carry commercial general liability insurance on an "occurrence" basis with liability limits in the amounts of five hundred thousand dollars (\$500,000.00) or more per occurrence covering personal injury, bodily injury and property damage. Vendors must provide proof of such insurance coverage. There are many sites on the internet where you can cheaply get this coverage.

#### Vendor Regulations

Please read the Vendor Regulations included with the application. All vendors selected to participate will be required to sign a contract acknowledging these Regulations. These Regulations are strictly enforced.

#### Social Media

The ZucchiniFest has a large following and we are always looking for ways to increase it. We also want to leverage our following to help you promote your business. Once accepted into the Festival, we will be sending you additional information so you can get involved and we can promote your business. Please make sure we have a current email.

#### For additional information

Should you have any questions, contact Stacey Boumis, Community Services Director, at 614.496.2166 or [sboumis@obetz.oh.us](mailto:sboumis@obetz.oh.us).

# Obetz ZucchiniFest 2023

## Art, Craft and Ground Vendor Application

Vending Name: \_\_\_\_\_

Social Media and Web Pages: \_\_\_\_\_

Legal Business Name (if different): \_\_\_\_\_

Owner: \_\_\_\_\_

Primary Contact Person (if different): \_\_\_\_\_

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

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

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

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

### Items To Be Sold

List of all items to be sold listing most important items first. Be specific. (attach additional sheet if necessary):

- |          |           |
|----------|-----------|
| 1. _____ | 9. _____  |
| 2. _____ | 10. _____ |
| 3. _____ | 11. _____ |
| 4. _____ | 12. _____ |
| 5. _____ | 13. _____ |
| 6. _____ | 14. _____ |
| 7. _____ | 15. _____ |
| 8. _____ | 16. _____ |

### Spaces Request – Select either inside tent space or ground space

*10'x10' Inside Tent:* \_\_\_\_\_ *Corner Space Requested (not guaranteed):* \_\_\_\_\_

(must be present all four days)

**OR**

**Ground Space (provide dimensions of your set-up and power needs):** \_\_\_\_\_

### Insurance Required

All vendors must carry commercial general liability insurance on an "occurrence" basis with liability limits in the amounts of five hundred thousand dollars (\$500,000.00) or more per occurrence covering personal injury, bodily injury and property damage. Vendors must provide proof of such insurance coverage by August 1, 2023. \_\_\_\_\_ **(Initial Here)**

**I have read and understand the vendor regulations included with this application. I also understand that the selection of vendors as well as their assigned location(s) is at the sole discretion of the City of Obetz.**

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

**THE SELECTION OF VENDORS IS AT THE SOLE DISCRETION OF THE CITY OF OBETZ.**

# 2023 Obetz ZucchiniFest

## Vendor Regulations

All accepted vendors will be required to sign a release, waiver of liability and a document that they agree to the following regulations. The City of Obetz reserves the right to revise these rules prior to executing a contract.

### **I. General Requirements and Provisions**

- A. Vendor shall be defined as an individual or entity selling goods or services at the Festival. Obetz shall be defined as the City of Obetz, Ohio.
- B. Vendor acknowledges and agrees that it is not an agent or employee of Obetz. Obetz and Vendor are fully independent and non-affiliated entities and nothing in these regulations shall be construed to constitute the relationship between Vendor with Obetz as a partnership, association, master/servant or joint venture.
- C. Vendor is solely responsible for complying with all federal, state, and local laws, including, but not limited to, tax laws and wage payment laws. Additionally, Vendor agrees to comply with any applicable health, safety and/or fire rules and regulations.
- D. No provision contained in these regulations may be changed, modified, or altered except by an instrument approved, in writing, by Obetz.
- E. No discrimination for reasons of race, religion, sex, age, country of national origin, or military or veteran's status shall be permitted or authorized by Vendor.
- F. Obetz is the sole and exclusive owner of all rights, title and interest in and to the Obetz ZUCCHINIFEST name and logo or City OF Obetz logo. No Vendor may use the above stated logos without specific written approval from Obetz.
- G. Nothing in this document shall be interpreted to confer any exclusive rights including, but not limited to, the exclusive right to sell any individual product or service. Obetz reserves the right to sell any product and/or have more than one vendor sell the same or similar products or services.
- H. Vendor and its staff, employees, volunteers, contractors, and agents shall leave the Festival grounds in the condition in which it was provided. This means that Vendor shall not damage the facilities, buildings, trees, pavement, and other property located on the Festival grounds or other Obetz property.
- I. Vendor acknowledges that it and its employees have NO right to privacy while on Festival grounds. Obetz reserves the right to inspect, at any time and without cause, any person, vehicle, golf cart, tent, area or space (to specifically include all items, packages, etc.) on Festival grounds.
- J. Vendor is responsible for damages caused by it and its staff, employees, volunteers, contractors, or agents.
- K. Vendor and/or its staff is solely responsible for the storage of all items and/or products. Obetz is NOT responsible for any items and/or products left unattended or unsecured.
- L. No cooking or open flame is permitted inside the tents.
- M. Smoking is not permitted in the tents.
- N. Pets are NOT permitted, except approved service animals.
- O. Vendor is responsible for keeping the area around its space clean and free of hazards (unsecured electric cords, signs that pose a tripping hazard, etc).
- P. Vendor agrees to indemnify, protect, defend and hold harmless Obetz and its elected officials, officers, employees, and volunteers from and against any claims, costs (including reasonable attorney's fees and court costs), expenses, damages, liabilities, losses or

judgments to the extent directly arising out of, or in connection with, any claim sustained as a direct consequence of the actions of Vendor or Vendor's employees, volunteers and/or agents.

- Q. Vendor must provide Obetz proof of commercial general liability insurance on an "occurrence" basis with liability limits in the amounts of five hundred thousand dollars (\$500,000.00) per occurrence covering personal injury, bodily injury and property damage. Vendor shall provide Obetz proof of such coverage by August 1, 2023. Any Vendor not providing proof of insurance by the deadline may be assessed a late fee of \$500.00. Vendor will not be able to set up at the Festival without proof of insurance. Vendor is also responsible for obtaining Certificates of Insurance for any and all subcontractors hired by Vendor. Additionally, Vendor has an ongoing duty to notify Obetz of any changes to its insurance coverage up to and through the end of the Festival.

## II. Set-up, Staffing, and Access

- A. Vendor set-up times are as follows:
- 1) Thursday, August 31<sup>st</sup> from Noon to 3:00 PM
  - 2) Friday, September 1<sup>st</sup> from 10:00 AM to Noon
- If you are unable to check-in during those times, please contact Stacey Boumis to make other arrangements.**
- B. Vendor must be open during the entirety of the Festival unless prior arrangements have been made.
- C. **Vendors are responsible for opening and closing the flaps on the tents each day.**
- D. Vehicles will only be allowed to drive on Festival grounds when the Festival is NOT open to the general public. **All vehicles must be off the lot at least 45 minutes prior to the opening of the Festival on each day.** If you think you will need to leave during the Festival, you should park in the general Festival parking areas. You will not be allowed to move your vehicle from the designated vendor parking area. All deliveries coming after the opening of the Festival each day will have to be brought in by hand.
- E. All Vendors and each of their staff, agents or volunteers should carry credential when working. If you are stopped by the Police or security, you will need to present those. Credentials should include the name of the individual authorized to be in your tent as well as the name of your business.
- F. Vendor will be permitted to have TWO vehicles in the designated vendor parking area. If you need to park a stock truck, please let Stacey Boumis know prior to your arrival. Additional vehicles must park in the general Festival parking areas.
- G. A parking pass must be placed in the windshield of all vehicles parked in the Vendor parking area. If an unauthorized vehicle is found on the grounds, the owner will be asked to remove it immediately. If the owner cannot be located or if the owner fails to remove the vehicle, it will be towed.
- H. Vehicles may NOT park, idle, or block roadways being used by Festival patron shuttles or Obetz. If an unauthorized vehicle is found in violation, the owner will be asked to remove it immediately. Failure to remove a vehicle will result in a parking ticket and the vehicle being moved.
- I. All equipment and materials must be removed from Obetz property and/or Festival grounds at the end of the Festival.
- J. Obetz will not provide staff or vehicles to transport Vendor items.

## III. Utility Connections

- A. Obetz shall provide access to electrical power on Festival grounds. Electrical services are provided solely for the convenience of Vendor without warranty and/or representations. Vendor specifically acknowledges and agrees that Obetz shall have no liability for any claims whatsoever relating to the provision of electrical power or for any failure to provide

electrical power. Vendor shall be permitted to use only electrical service of the nature and amount as approved by Obetz.

- B. To prevent unsafe conditions, Obetz shall provide an electrical contractor on Festival grounds. No other electrical contractor will be permitted to install electrical facilities at the Festival. Under NO CIRCUMSTANCES may Vendor make any connections to and/or have any contact with the electrical generators or electrical equipment on site.
- C. Overnight power will be provided on Friday, Saturday, and Sunday nights. No overnight power will be provided any other night. Vendor specifically acknowledges and agrees that Obetz shall have no liability for any claims whatsoever relating to the provision of electrical power or for any failure to provide electrical power.
- D. Power may not be available immediately upon check-in but will be provided to Vendor in a reasonable time period.
- E. Vendor is required to supply all necessary electrical extension cords to hook into the electric provided by Obetz. All cords must be UL listed and approved for outdoor use (3 wire cord for 110/120 and 4 wire cord for 220/240). Zip cords (two-wire electrical cords used in homes) are not acceptable.
- F. There will be no water hook-up in the tents.

#### **IV. Professional Conduct and Appearance**

- A. No activities in violation of Federal, State, or local laws shall be permitted on the premises; and it shall be the responsibility of the VENDOR to enforce this provision. No lewd, indecent, or inflammatory actions, conduct, language, pictures, or portrayals shall be included in the activity presented by the VENDOR on the premises; and nothing shall be presented, used, or sold that is contrary to law or prohibited by ordinance of the City of Obetz.
- B. VENDOR and its employees, staff, volunteers, contractors, or agents are prohibited from taking any action that would be inconsistent or in violation of any State of Ohio Liquor Permit that OBETZ or any other party/sponsor may have obtained including, but not limited to, providing their own alcoholic beverages on the Festival grounds.
- C. The Festival is intended to have a family atmosphere and to be appropriate for Obetz residents, guests and other visitors. As such, Vendor and/or its employees, staff, volunteer, contractor or agent shall be prohibited from engaging in any conduct, action, gestures or language that would be inappropriate in such a setting.
- D. Obetz reserves the right to request removal of items including pictures, posters, billboards, merchandise and other items used, worn or sold by Vendor and/or its employees, staff, volunteer, contractor or agent if, in Obetz's sole discretion, the material is not appropriate and/or conducive to the family atmosphere of the Festival or violates any rules and/or regulations of Obetz or the Festival.

#### **V. Weapons/Hazardous Materials**

- A. Vendor and its staff, employees, volunteers, contractors, and agents are prohibited from carrying in a concealed manner or otherwise bringing onto Festival grounds any firearms, knives, stun guns, tasers or any other item that may be used as a weapon.
- B. Vendor and its staff, employees, volunteers, contractors, and agents are prohibited from bringing toxic, poisonous or hazardous substances onto the Festival grounds. Obetz, in its sole discretion, shall determine what constitutes a toxic, poisonous or hazardous substance.

#### **VI. Approval of Vendors**

- A. Only pre-approved Vendors are permitted on Festival grounds. No Vendor may assign, delegate, share or transfer their right and/or ability to participate in the Festival without prior written approval from Obetz.

- B. Vendor acknowledges that Obetz makes no representations and/or warranties regarding anticipated sales or sales opportunities.

**VII. Approval of Products**

- A. Obetz, in its sole discretion, shall have final approval over all products.
- B. All products sold by Vendor must have been included on the original application; any additions must be approved, in writing, before the Festival by Obetz. Vendor is prohibited from selling and/or displaying any item or product that would be inconsistent with the products/items previously approved by Obetz.
- C. Vendor is prohibited from selling any product/item that would be inconsistent with any sponsorship agreement that Obetz may have with any third party.
- D. Vendor shall have no right to sell any product at the exclusion of other Vendors or Obetz who wish to provide the same or similar products.

**VIII. Vendor Requirements**

- A. Obetz, in its sole discretion, shall determine the Vendors' location. Vendors shall accept vending locations as is. Obetz may, in its sole discretion, reassign vending locations at any time.
- B. Obetz, in its sole discretion, shall have final approval for all signs or other advertising materials displayed at the Festival. In addition, Obetz reserves the right to request the removal of any sign or banner if, in Obetz's sole discretion, the sign or banner contains illegal, misleading, or other offensive content that is deemed inappropriate and/or not conducive to the family atmosphere of the Festival.
- C. No Vendor is allowed to set up or sell any products outside of their assigned areas. Nor is any Vendor allowed to promote and/or advertise outside of their assigned areas.
- D. Festival staff has the right to ask for music in a Vendor area to be turned down or cease any other activity that may interfere or disrupt the Festival.

**IX. Trash and Ice**

- A. Vendors are responsible for keeping the area around their space clean and free of hazards (unsecured electric cords, ropes, etc). Vendor will be responsible for taking boxes and trash to the designated dumpsters on-site.
- B. Vendor is responsible for breaking down and stacking cardboard and bagging all trash and/or placing it in proper receptacles. Trash and boxes shall be removed daily by Vendor and shall not be permitted to pile up near the site.
- C. Vendors will not leave trash in any walkways or other areas that Festival guests will use. All trash should either be taken to dumpsters or put in locations outside the public areas.
- D. Ice will be available to purchase from Obetz. Vendors must pay for ice when they pick it up.

**X. Cancellation/Suspension of Operation or Evacuation**

- A. In the event that Obetz cancels the Festival and such cancellation occurs on or before the 90<sup>th</sup> day prior to the start of the Festival, Obetz will refund the full amount of any rent fees previously paid by Vendor. For cancellations by Obetz occurring after the 90<sup>th</sup> day prior to the start date of the Festival or for any cancellations by Vendors regardless of when the Vendor cancels, Obetz may, at its sole discretion, refund any rent fees.
- B. Obetz, in its sole discretion, may suspend Festival operations or order an evacuation in the event of a weather-related situation or any situation that may expose any official, employee, volunteer, resident, or guest to any property damage, bodily injury, death, or civil strife of any kind. In the event that Obetz temporarily suspends Festival operations, Vendors agree to the following:

- i. Vendor and its employees, staff, volunteers, agents, and contractors shall immediately discontinue sales of products and immediately leave the Festival grounds. Those remaining on Festival grounds assume all liability for personal injury or damage to property resulting from remaining on Festival grounds.
- ii. Obetz will not provide a refund, nor will Obetz be responsible for a diminution or loss in revenue, due to a suspension in operation, cancellation or closure. If the suspension of operation causes a prolonged closure, as solely defined by Obetz, Obetz may, at its own discretion, provide a refund to Vendors.

**XI. Golf Carts**

Vendor golf carts are not permitted.

**XII. Disciplinary System**

- A. The Vendor will receive one warning from a Festival/Obetz representative and will have one hour to remedy any problem and/or violation of these regulations or any rules imposed by Obetz.
- B. If the problem or violation is not corrected in a timely manner, the Vendor will be asked to vacate Festival grounds. No refund will be issued.
- C. Notwithstanding the foregoing, a Vendor may be immediately removed or ejected from Festival grounds if they cause any situation or condition that may expose Obetz, its officials, employees, volunteers, residents, or guests to any property damage, bodily injury, death, or civil strife of any kind; or any other reason at the discretion of Obetz.

**XIII. Photography and AV Recording in Progress**

While attending the Festival, VENDOR may be filmed, photographed, and recorded. Video, images, and audio recording of this event may be used by OBETZ and others in a variety of ways, including, but not limited to, promoting OBETZ. By participating in the Festival and being on Festival grounds, VENDOR agrees to be recorded and to release OBETZ and its designees from liability for any violation of any personal or proprietary right VENDOR may have in connection with use of video, images, or audio recordings.

**XIV. COVID Regulations**

VENDOR shall agree to follow any COVID regulations in place at the venue at the time of the event.

**XV. Camping Area**

Spaces in the on-site camping area north of the Festival grounds must be reserved as a part of the contract. Camping is available from August 30th through September 3rd. Electric service will not be available the evening of September 4th. Big O Amusements will site the campers/bunkhouses and assist with utility connects. The fee to use the camping area is \$50/night for a camper and \$75 per night for a bunkhouse. You must prepay for each camping spot when the contract is issued. You will be given a parking pass that must be displayed on the camper/bunkhouse.