Shelby Bicycle Days

Important Information

Vendor Information File

Balance is due May 24, 2019, contracts not paid in full by May 24, 2019 shall be deemed void and shall not be entitled to any refund of deposit.

Checks payable to Shelby Bicycle Days

Please submit signed agreement, certificate of insurance and payment to: Shelby Bicycle Days PO BOX 257 Shelby, OH 44875

Jennifer Alt 419.565.7035

Felicia Kreinbrink 419.543.2500

2019 Non-Food Vendor Agreement

Festival Dates: July 11-13, 2019

Vendor Group \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* Non-Profit
* For Profit

Vendor Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Activity or Items to be Sold \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional Notes:

Quantity Non-Profit Fee For Profit Fee Sub Total

10 foot x 10 foot space X $50.00 X $75.00 =

20 foot x 10 foot space X $100.00 X $135.00 =

Total Fee =

**Non-Food Vendor Agreement**

**Insurance**

Vendor, at own cost and expense, shall maintain a commercial general liability insurance policy that will defend against claims of bodily injury, death or property damage occurring during vendor’s participation at the event in an amount not less than $1,000,000.00. Under this agreement the vendor shall name Shelby Bicycle Days and the Community Improvement Corporation of Shelby, Inc. as an additional insured. IN addition, vendor agrees to indemnify defend and hold harmless Shelby Bicycle Days, the Community Improvement Corporation of Shelby, Inc., Friends of the Blackfork, LLC, and the City of Shelby from and against any and all actions expenses incurred or asserted by any third party arising out of this transaction. Vendor shall provide a certificate of insurance thirty (30) days prior to the first day of the festival operations.

**Festival Dates and Hours**

The festival will be open during the Festival Midway hours (listed below). Vendor agrees to be open for business at all times during the hours listed below. Vendor shall have all equipment in place three hours prior to the start of the festival and removed by noon, Sunday July 14, 2019.

**Festival Midway Hours**

Thursday July 11, 2019| 5:00PM TO 10:00PM

Friday July 12, 2019 | 11:00AM TO 11:00PM

Saturday July 13, 2019 | 11:00AM to 11:00PM

**Electric**

Festival will supply a limited amount of electric outlets that are available to non-food vendors on a first come, first serve basis. Festival will not be responsible for the distribution of the available outlet space. Vendor must supply a suitable connection to the main festival electric supply. Per City of Shelby regulations, no hardwiring will be available.

**Placement**

Placement of vendor shall be at the discretion of the festival staff. Vendor set up will take place starting at 8:00AM on Thursday, July 7 and must be completed by 2:00PM, three hours prior to opening of the festival.

**Inspection**

All vendors are subject to the possible inspection and approval by the Shelby City Health Department. Festival staff reserves the right to prohibit vendor operations per the recommendation of the Shelby City Health Department.

**Permits and Licenses**

Vendor is responsible for obtaining and assuming the costs of any permits required local, county or state ordinances. Temporary food permits may be required by the City of Shelby for the sale of food items. Please contact the City of Shelby at 419.347.5131 for additional information regarding food permits.

**Venue**

This agreement shall be constructed under Ohio law and any disputes arising there from shall be venued in Richland County, Ohio.

**Right of Suspension**

Festival staff retains, at their discretion, the right to remove any vendor who fails to comply with any of the regulations set forth. Vendors removed due to non-compliance of regulations shall not be entitled to any refund of contract and shall remove all property and personnel from premises immediately.

**Waiver of Liability**

In consideration of inclusion as a participant in the 2019 Shelby Bicycle Days Festival, participant agrees to indemnity and hold harmless the City of Shelby, the Community Improvement Corporation of Shelby, the Shelby Bicycle Days Festival Committee directors, members, agents, employees, representatives and assigns from and against any liability, loss, costs, demand, claims, fines, debts, or judgements that participant or participant’s members, performers, employees, agents, independent contractors volunteers or customers may sustain or incur as a result of or arising from participant’s involvement in the Shelby Bicycle Days Festival. Such indemnification will include all reasonable attorney and legal fees. In addition, participant stipulates that the Shelby Bicycle Days committee, their agents, employees, and representatives have made no representations, promises or guarantees regarding the condition, safety or suitability of any location or equipment provided for any purpose or use of any kind and participant uses said location and equipment at their own risk.

By signing this waiver of liability, I, the undersigned, agree that I have read and understand all of the foregoing. I further agree that I, and my organization, will comply with all festival rules/regulations and be bound by the decisions of the Shelby Bicycle Days Festival Committee.

Vendor Representative Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Send this form completed with check made payable to Shelby Bicycle Days at

PO BOX 257 Shelby, OH 44875