CELEBRATING OUR HISTORY, HEALTH & EDUCATION

14th Annual African-American Festival

July 22nd, 2018

## Application & Payment IN FULL DUE BY Monday, June 18th, 2018

Applications will only be considered with completed form and accompanying payment in the form of cash, or money order made payable to: **African American Festival.**

|  |  |
| --- | --- |
| **Company Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  | **Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Contact\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Mobile\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  | **State \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **E-mail\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**Menu / Items**

Indicate your complete menu below- list additional items on separate sheet

(Vendor is permitted to prepare/sell only the items listed.)

|  |  |  |  |
| --- | --- | --- | --- |
| 1. |  | 5. |  |
| 2. |  | 6. |  |
| 3. |  | 7. |  |
| 4. |  | 8. |  |

Please make money order payable to:

# African American Festival

Return the completed form with payment to: African American Festival

 c/o Toledo Urban Federal Credit Union

 1441 Dorr St.

 Toledo, OH 43607

**Should you have any questions, *call* Regina at 419.255.8876 or emailtoledourban@gmail.com**

|  |  |  |
| --- | --- | --- |
| **Booth Size** | **Fee** | **Payment** |
| **10 x 10 SPACE**FOR PROFIT | $100.00 |  |
| **10 x 10 SPACE****\***NON PROFIT | $50.00 |  |
| **FOOD TRUCKS** | $200.00 |  |

**\*If you are selling food the fee is $100.00**

**Total Amount Due: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Amount Paid: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Balance Due: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

COPIES OF LICENSE, INSURANCE AND CERTIFICATE FROM THE LUCAS COUNTY HEALTH DEPT. ALONG WITH FULL AMOUNT DUE

 MUST BE PAID ON OR BEFORE MONDAY, JUNE 18, 2018.

ALL LATE APPLICATIONS WILL BE CHARGED A $50.00 LATE FEE.

**AAF VENDOR RULES AND REGULATIONS**

1) The African American Festival Committee reserves the right to reject any application, which in its opinion, is not in the best interest of the event.

2) Entrants may apply for a place in the African American Festival by returning the signed application and the entry fee.

3) African American Festival Committee (AAFC) will assign booth locations.

4) **All applications must be received by the close of business on Monday, June 18th, 2018**.

Entry fees are based upon non-profit and for profit and should be paid in the form of cash, cashier’s/certified check, or money order **made payable to the African American Festival**. Business checks are acceptable; however, there is a $30.00 (thirty dollar) service fee for all returned checks.

**ELECTRICITY**

Limited electrical power is available. No Halogen lamps and only low-voltage lighting.

The African American Festival Committee will not be held responsible for any power outages that occur during the festival.

**SECURITY**

The AAFC provides security for the festival beginning at 10:00 a.m. and ending 9:00 p.m. Sunday July 22nd, 2018. The AAFC will take reasonable care to protect the Vendor’s space and property from damage through any cause within its control. However, AAFC does not in any way insure the safety of said space or equipment for unexpected, unanticipated or extraordinary events or other occurrences beyond its control, including but not limited to, willful or negligent acts of Vendors, patrons or trespassers.

**USE OF BOOTH SPACE**

1. All booth spaces are to be used for the purpose set forth in the agreement.
2. **VENDOR SHALL NOT SELL ANY BEVERAGES, NON ALCOHOLIC OR ALCOHOLIC.**
3. AAFC shall have the right to restrict exhibits that it deems, in its discretion, to be objectionable in any manner and to prohibit any exhibits that may harm or detract from the general character of the festival.
4. AAFC shall have the right, without any liability for damages, to relocate assigned booth space as it deems necessary to maintain order and general safety at the festival or to comply with rules, regulations or laws of the facility of governmental authority. In the event that AAFC exercises this right and there is no other reasonable location to which the vender may be moved, AAFC shall refund all monies paid by Vendor and AAFC shall have no further obligation, or liability for any losses or damages, thereto.
5. Not withstanding any other terms contained in the rules, personal property brought upon the premises of the facility by Vendor, the agents, employees or invitees shall be at the sole risk and expense of the Vendor. AAFC shall have no liability for any damages for loss, theft or destruction of any signs, merchandise or other personal property not removed from the facility

upon conclusion of the festival, as directed by AAFC, shall be abandoned and subject to disposal or certification by AAFC.

1. Each Vendor shall set up promptly on designated day and time. If a Vendor fails to show up on time for set up, AAFC reserves the right to change the Vendor’s assigned booth space and can’t guarantee proper placement of their equipment. AAFC will notify Vendor of set up times.
2. Vendor shall not allow any excessive noise or objectionable behavior in the operation of exhibits
3. Vendor shall comply with any and all applicable health codes and regulations.
4. Vendor and its employees/volunteers must maintain the highest degree of cleanliness (that meets or exceeds Toledo/Lucas County health standards) and professionalism in the booth and on the festival grounds at all times. Failure to meet Health Department Standards may cause booth closure and forfeiture of all event fees. Please contact **Toledo Lucas County Health Department (419) 213-4103 for a list of guidelines and temporary food permits.**
5. All Vendors must comply with the following:

 i) Vendor is responsible for proper disposal of a waste including trash, cooking oil, gray water

 and ash, in their respective areas during and after the festival. Event clean-up crews

 are NOT to be used to clean participant’s area.

 ii) Vendor may be expelled from the festival and be precluded from future AAF

 events if disposal regulations are violated. Such expulsion and/or preclusion

 is to be determined at the sole discretion of the AAFC.

 11) Vendors will be responsible for securing any and all necessary equipment for their operation.

 All equipment must meet the city of Toledo’s safety and health standards.

 12) Vendors must have a class K fire extinguisher on site.

**VENDORS SAFETY OBLIGATIONS**

Vendor, in carry out its operations of its assigned space, shall use the best efforts to protect the safety and property of the public and all employees, representatives and invitees involved in its operations. Furthermore, Vendor will ensure that its displays and personal property brought onto the facility grounds will be so arranged and presented as to minimize the risk of physical injury to any person or damage to any property.

**LIABILITY INSURANCE**

Food Vendor shall, at all times, have in force an insurance policy in the amount of not less than as follows: Commercial General Liability Insurance for the limits of not less than $1,000,000.00 per occurrence bodily injury and property damage combined; $1,000,000.00 per occurrence personnel and advertising injury; $1,000,000.00 Aggregate Products and completed Operations Liability; $1,000,000.00 Fire Legal Liability, and $41,000,000 General Aggregate limit per location. This policy shall be written on an occurrence basis with no deductible.

All policies (except workers’ compensation) shall be endorsed to the name Toledo Urban Federal Credit Union and all of their respective officers, agents, partners, directors, and employees, as “Additional Insured” with respect to any and all claims arising from Vendor operations. Further, coverage for “Additional Insured” will apply on a primary basis irrespective of any other insurance, whether collectible or not, only to the extent of Vendor liability. Additional insured listings are the City of Toledo.

Certificate showing proof of Workers’ Compensation in the State of hire or an Ohio Workers’ Compensation certificate.

Should any additional premium be charged for such coverage or waivers, Vendor will be responsible to pay said premium charge to their Insurer.

Vendor must deliver to AAFC satisfactory evidence of aforementioned insurance coverage on a certificate form approved by AAFC and, if required, copies of the policies. All required insurance would be placed with carriers licensed to do business in the State of Ohio.

**CANCELLATION**

The parties hereto understand that occupancy of its space is of the essence of this Agreement. Any cancellation by Vendor of space, by the Vendor must be in writing and received by AAFC at least thirty (30) days prior to the first day of the Festival. In the event of a cancellation by Vendor at least thirty days prior to the event, AAFC shall refund half of the entry fee to the Vendor, if and only if, AAFC rents the space to another Vendor for a sum equivalent or greater than the original fee. If Vendor does not occupy the space upon opening of the festival, and has not given AAFC the required written notice of cancellation, AAFC shall have the right to use the space in such a manner it may deem in its best interest.

**FORCE MAJEURE**

In case of cancellation of the Festival or unavailability of the space for the specified use due to war, governmental action or order, act of Nature, fire, strike, labor disputes, license cancellation, or other causes beyond AAFC control, this agreement shall be terminated and the Vendor shall be entitled to the return of the space fee less the pro-rated share allocable to the space of the expenses incurred by AAFC in connection with the Festival. Refund of the rental fees as provided in this section shall be the exclusive remedy of the Vendor against AAFC or any other person or entity in case the Festival is cancelled or rescheduled or the space is unavailable for use. In case of damage to the exhibit through ware, government action or order, act of Nature, fire, strike, labor disputes, license cancellation, or any other cause beyond AAFC control, the Vendor expressly waives liability and releases AAFC of and from any and all claims for damages.

**DECISION OF AAFC IS FINAL**

AAFC reserves the right to make any additional rules necessary to address circumstances not adequately anticipated or addressed by these rules, which it deems, within its sole discretion, necessary to protect and enhance the integrity of the event and/or improve safety for patrons, Vendors and staff. Moreover, AAFC may, in its discretion, grant a variance or waive compliance with a particular term or terms. Such waiver or variance is limited in scope to the particular term and to that particular Vendor, and is not a waiver of that term to any other Vendor or of any other term to any Vendor.