



# CITY OF MENTOR

## VENDOR CONTRACT

### EVENT

\_\_\_\_\_  
Name of Event

\_\_\_\_\_  
Date(s) of Event

\_\_\_\_\_  
Time(s) of Event

### CONTACT INFORMATION

Company \_\_\_\_\_ Contact \_\_\_\_\_

Street Address \_\_\_\_\_

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

Daytime Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

### VENDOR ELIGIBILITY

The City of Mentor reserves the right to determine whether any vendor, product or display is eligible for inclusion in the EVENT. Both parties shall mutually agree that the City of Mentor shall have full authority in the placement and operation of vendors and their booth space. Photos should accompany your contract showing set-ups and the merchandise to be sold. Any fliers being distributed must also accompany your submitted contract. The City of Mentor must approve all items and materials being distributed. No smoking or alcoholic beverages in or near the vendor booths. Some items that CANNOT be sold are as follows:

- No food or beverage items may be sold, distributed or given away outside of the food vendor area.
- No drugs or drug paraphernalia.
- No explosive items, fireworks, or aerosol propelled items.
- No stink bombs or anything similar that requires the product to be ignited.
- No knives, swords, guns, or any type of weapon.
- No lighters may be sold to children under age 16.

### VENDOR LOGISTICS

Exhibitor agrees to rent space from the City of Mentor, of pre-determined dimensions and at pre-determined price. All vendors must stay open during the EVENT hours and must be set-up prior to EVENT. No vehicles will be allowed on EVENT grounds/sidewalks during hours of EVENT operation.

### VENDOR LIMITATIONS

Vendors are not permitted to conduct raffles or games that have not been pre-approved by the City of Mentor. The use of devices for mechanical reproduction of sound or music is permitted (up to 85 decibels) but must be controlled. Sound of any kind must not be projected outside the confines of the vendor booth. Non-food vendors may not sell or give away food and beverage items. Sales of food and beverages must be pre-approved by the City of Mentor and must take place inside the food vendor area. Vendors are not permitted to roam EVENT grounds or parking areas to sell products or to promote their business. Additionally, vendors may not use generators to provide additional electricity to their booth or vendor space.

### SET-UP & TEARDOWN

Setup shall occur 2 ½ hour prior to the start of the event.

Teardown shall occur at completion of event. Additional vehicles may be on grounds 15 minutes after event ending or when crowd size permits.

You must check in with a member of the EVENT Planning Committee prior to setting up your area. All vehicles must be moved to the designated vendor parking area immediately after they are unloaded. NO EXCEPTIONS. Vendors are not permitted to directly wire and disconnect any electrical service. Only approved electricians are permitted to directly wire and disconnect electrical service. Exhibitors will not nail, screw or otherwise attach anything to columns, trees, or standard booth equipment. All trash must be disposed of in the designated area trash containers.

#### **DAMAGES**

Vendors are liable for any damage caused by fastening displays or fixtures to floors, walls or to standard booth equipment, or for damage caused in any other manner. Vendor agrees to reimburse property owners for damages.

#### **INSPECTION**

Amusements, vendors, and food concessionaries, agree to make their concession or area of business available to the City of Mentor, Mentor Fire Department and/or the Lake County Health Department for inspection in order to determine compliance with the vendor contract, health department and fire department regulations no later than one hour prior to start of the event. Should deficiencies be found, the concession or vendor unit will not be permitted to open until all deficiencies are corrected.

#### **INSURANCE**

All vendors must sign and submit a copy of the liability waiver form along with their payment and application. Vendors agree to indemnify, defend, and hold harmless the City of Mentor, the Planning Committee, City of Mentor employees, volunteers and officers against any and all third-party claims and other liabilities that are caused by, arise from, or grow out of the negligent acts or omissions of the vendor, its agents, officers, employees, representatives, servants, invitees, patrons or guests.

#### **SUB-LEASING**

Vendors may not sub-lease their space, nor any part thereof.

#### **BOOTH RELOCATION**

The City of Mentor reserves the right to relocate vendors in comparable spaces if it is deemed advisable and necessary and in the best interest of the EVENT. In the event of relocation, vendors will be advised in writing and given the option of selecting another location if available, or to cancel and receive a full refund of all payments.

#### **DISPLAY DIMENSIONS**

Each exhibitor is entitled to a reasonable sightline from the aisle regardless of the size of the exhibit. Therefore, the exhibit may not extend in front of any adjacent booth or exhibit.

#### **REJECTED VENDORS**

The vendor acknowledges and agrees that his/her exhibit shall be admitted and shall be permitted to remain on the EVENT grounds only upon continued strict compliance by the vendor with the terms and conditions of this agreement. Notwithstanding such compliance, the City of Mentor reserves the right to reject or remove a vendor exhibit, in whole or in part, from the EVENT grounds for any reason whatsoever. No portion of the rental fee shall be returned if the rejection or removal occurs upon violation of this agreement.

#### **SECURITY & LIABILITY**

Uniformed security is present at Mentor EVENTS. The City provides 24-hour security during CityFest, however we cannot guarantee your individual items. By acceptance of this agreement, the vendor expressly releases the EVENT Planning Committee, the City of Mentor, City of Mentor employees and the lessors/owners of the exhibit equipment of any and all liability for loss, theft, damage or destruction of property; nor for any injury to vendors or its employees while on the EVENT Grounds.

#### **WAIVER ACKNOWLEDGEMENT**

While participating as a vendor at an event hosted by the City of Mentor, the undersigned party agrees to release the City of Mentor, its employees, volunteers and agents, the Mentor School Board, elected and appointed officials/members from any and all personal, group, and/or liability which may directly or indirectly result from the conduct of business, activity or function. The period of liability release shall extend from activity set-up until tear-down of the event and removal of all property and personnel belonging to, or associated with, the business, activity or function of the event. \_\_\_\_\_ (Please Initial)

Vendor acknowledges that this contract and related documents have been fully read and understood and agrees to abide by them as written. This agreement is solely by and between the City of Mentor and the vendor.

For questions, contact Maggie Kuyasa at [kuyasa@cityofmentor.com](mailto:kuyasa@cityofmentor.com) or (440) 974-5720, Monday - Friday, 8 AM to 5 PM.

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