



# Vendor Contract

*(all vendors must submit)*

**City of Mentor Parks, Recreation & Public Facilities**  
8500 Civic Center Blvd., Mentor, Ohio 44060 (440) 974-5720  
[www.cityofmentor.com/play/cityfest](http://www.cityofmentor.com/play/cityfest)

**Welcome to Mentor CityFest. Thank you for your interest in participating as a vendor. Please read the following stipulations carefully. This form must be signed and returned with your vendor application, liability waiver form and payment.**

### Vendor Eligibility

The City of Mentor reserves the right to determine whether any vendor, product or display is eligible for inclusion in the festival. Both parties 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 or lighters; No stink bombs or anything similar that requires the product to be ignited; No knives, swords, guns, or any type of weapon.

### Vendor Space Rental

Exhibitor agrees to rent a space from the City of Mentor, of pre-determined dimensions and at pre-determined price. (see contract). All vendors must stay open during the festival hours, Friday 4 p.m. - 11 p.m. & Saturday 12 p.m. - 11 p.m. All vendors must be fully set up by 2 p.m. Friday. No vehicles will be allowed after 2 p.m. Friday or on festival grounds/sidewalks during hours of festival operation.

### Set-Up & Breakdown

Vendors and food concessionaires are not permitted to arrive prior to 2 p.m. on Thursday, August 19. Set-up will begin on Thursday, August 19 from 2-6 p.m. On Friday, set-up is from 10 a.m. - 2 p.m. You must check in with a member of the festival Planning Committee prior to setting up your area. All vehicles must be moved to the designated and convenient vendor parking area immediately after they are unloaded and no later than 2 p.m. Friday. No vehicles may remain on the property. Vehicles left on the property are subject to towing at the owners expense.

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 put in the designated area trash containers. This contract becomes null and void if not set up prior to 2 p.m. on Friday, August 20.

### 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 the festival 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.

### Damages

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

### Inspections

Vendors and food concessionaires 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 Friday, August 20 at 2 p.m... 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, 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 festival. 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 in the festival 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 vendors exhibit, in whole or in part, from the festival 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. We have 24 hour security during the festival however we cannot guarantee your individual items. By acceptance of this agreement, the vendor expressly releases 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 in the Festival Grounds.

**The 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.**

Name of Organization/Business: \_\_\_\_\_

Applicant's Name: (please print) \_\_\_\_\_ Applicant's Title \_\_\_\_\_

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