

Dayton Celtic Festival Merchandise Vendor Rules and Regulations

Vendor agrees to the following terms and conditions for participation:

1. The vendor will sell **only** the products listed on the application.
2. Vendor will occupy the space, and only that space, designated by United Irish of Dayton, Inc. and Five Rivers MetroParks, and operate from 5:00 PM to 11:00 PM on Friday, July 26, 2019; 11:30 AM to 11:00 PM on Saturday, July 27, 2019; and 10:00 AM to 6:00 PM Sunday, July 28, 2019.
3. Set up may begin as early as 5:00 PM on Thursday, July 25, 2019, to ensure that vendor is set up and operational by 4:00 PM on Friday, July 26, 2019.
4. Vendor will remove all equipment, supplies and vehicles from the Dayton Celtic Festival area by 8:00 PM July 28, 2019. The vendor's space must be left clean with all trash placed in receptacles provided. Any trash that will not fit into the receptacles must be taken away and disposed of by the vendor.
5. Vendor will name United Irish of Dayton, Inc. and Five Rivers MetroParks as additional insured on the vendor's liability insurance policy for the event (Dayton Celtic Festival, July 26-July 28, 2019), and must provide a certificate of insurance to United Irish of Dayton, Inc. and Five Rivers MetroParks by May 1, 2019, which documents this coverage. The policy should provide for a minimum of \$1,000,000 of liability coverage. Vendor will further indemnify and hold harmless from any and all loss, claims, demands, liability and actions in conjunction with this event and this agreement. Insurance forms need to be mailed to Kaitlyn Graham, 3115 Fowler Rd, Springfield, OH 45502.
6. Merchandise vendor will pay United Irish of Dayton, Inc. \$500.00 to rent a 10-foot by 10-foot space. For each additional space of 10-foot by 10-foot, the vendor will incur an additional charge of \$500.00. All payments due and payable are to be made in the following manner:
 - a. Down payment of 1/2 of unit space upon signing this agreement, due May 1, 2019
 - b. Remainder of payment is due no later than June 1, 2019
 - c. All payments to be made payable to: United Irish of Dayton, Inc.
 - d. The times for payments listed above are of the essence.
7. **NO FOOD OR BEVERAGE WILL BE ALLOWED TO BE SOLD IN THE MERCHANDISE BOOTH**
8. Tent, trailer, and cooking vendors are required to have a current serviced fire extinguisher present, of the following type:
 - a. Tents larger than 400 square feet (no cooking), minimum 2-A sized fire extinguisher(s)
 - b. Trailer with no cooking - Minimum 2-A sized fire extinguisher.
 - c. Compressed gas cylinders, including helium and propane:
 - i. Must be secured against falling or being pushed & knocked over. The cylinders **MAY NOT** be secured or anchored to any portion of a tent.
9. Five Rivers MetroParks prohibits camping and/or sleeping on festival grounds.

10. No political promotions, fund-raising, raffles, or games of chance are permitted.
11. You may not use any public address or other sound amplification system as part of your vending operation
12. You may not have any pets, other than guide/assistance dogs, on the Festival site.
13. The general appearance of the unit, equipment and employees will be a factor in the vendor's acceptance at future festivals.
14. Vendor's violating any terms of this contact or conduct contrary to the best interests of the Dayton Celtic Festival will not be permitted. Violators will be asked to remove their units and to leave the property and no fees will be refunded in such cases.
15. Dayton Celtic Festival times are expected to be:
 - a. Friday, July 26, 2019 from 5:30-11:00 PM
 - b. Saturday, July 27, 2019 from 11:30 AM-11:00 PM
 - c. Sunday, July 28, 2019 from 10:00 AM-6:00 PM
16. All merchandise vendors must have all booths open during these times, no early closures will be allowed.
17. It should be understood that this festival is held outside and all vendors are responsible for their tents. The vendor area is located on pavement and tents must be secured with sandbags or water barrels.
18. It is further agreed by and between the parties hereto that the vendor shall hold harmless the Dayton Celtic Festival, United Irish of Dayton, and Montgomery County Five Rivers MetroParks from any actions, whatsoever by themselves, their agents or employees of the negligence of said persons. The Dayton Celtic Festival does not guarantee to insure vendor against damages, loss or injury, nor does it assume liability in case of damages, loss or injury. By signing this agreement the undersigned acknowledges that he/she read, understands, and will abide by the terms of this agreement.