

2024 Pumpkin Chuck Festival Vendor Contract

In consideration for the right to participate in the 2024 Pumpkin Chuck Festival (“Event”) at Stanbery Park on November 2, 2023, the Mt. Washington Community Council (“MWCC”) and the undersigned vendor (“Vendor”) agree to the following:

1. ADMINISTRATION

MWCC shall appoint an Event Coordinator to administer the Pumpkin Chuck on behalf of MWCC. MWCC will set the Rental Fee and determine Event policies. The Event Coordinator oversees the Event and has final authority to assign vending space, settle disputes, and disqualify a Vendor for violating the terms and conditions of this Contract. MWCC, at its sole discretion, has the right to deny the Vendor from setting up or selling at the Event.

2. TIMES OF OPERATION

The Pumpkin Chuck will be held on November 2, 2024, rain or shine, from Noon until 5:00 p.m. in Stanbery Park located near the Mt. Washington business district. Vendors must be set up and ready for business by 11:30 a.m. Vendors may begin setting up at 9:00 a.m. If unable to set up, the Vendor shall notify the Event Coordinator (Margeaux Selig) as soon as possible at (216) 533-7621

3. DEFINITIONS

"Event Coordinator" is a person or persons appointed by MWCC to administer the Event.

“Vendor” is a person or organization selling goods or products during the Event.

4. GOODS AND PRODUCTS PERMITTED FOR SALE

All Vendors are responsible for and shall fully comply with all applicable laws, regulations and ordinances pertaining to their goods and products, and shall have obtained all necessary licenses, permits and inspections prior to selling any goods or products at the Event.

The Vendor shall indemnify and hold harmless the MWCC and the Cincinnati Parks for damages resulting from the sale of unsafe or unsound goods or products.

5. GOODS AND PRODUCTS NOT PERMITTED FOR SALE

No hazardous or dangerous goods or products shall be sold at the Event. All goods and products shall be edible before selling. If you have a question, please call the Poison Control Center at the toll-free number, 1-800-382-9097.

The Event Coordinator has the sole authority to prohibit the sale of goods and products.

6. ASSIGNMENT AND LIMIT OF SPACE

Each Vendor is permitted to rent one (1) vending space, unless otherwise authorized. A space is an area of approximately 12 feet x 12 feet located alongside or near paved portions of the park as determined by the Event Coordinator. Vehicles and displays must fit within the rental space.

7. ACCESS TO SPACE

The Vendor must unload his/her vehicle by 11:30 a.m. Event hours are from Noon to 5:00p.m.
NO VENDOR WILL BE ALLOWED TO ENTER OR EXIT THE EVENT IN A VEHICLE BETWEEN THOSE HOURS. Any Vendor who violates these safety rules is subject to immediate removal from the Event.

8. EQUIPMENT AND SUPPLIES

The Pumpkin Chuck Festival is going green and hiring a company to collect waste and compost it. We require that vendors use compostable containers and utensils. Here is the company and what they accept:
<https://gozeroservices.zendesk.com/hc/en-us/articles/12932874756251-Compostability-What-can-or-can-t-be-composted-GoZERO-s-Accepted-Prohibited-Items-Lists>

If you need help sourcing and purchasing these items, please reach out to us to help.

We are also recycling this year. Plastic cups are permitted the City of Cincinnati recycling system, but they must be clear (no red solo cups please).

Each Vendor must supply his/her tables or other display equipment and is responsible for his/her umbrella or other weather protection equipment. The Vendor shall indemnify and hold harmless the MWCC and the Cincinnati Parks for damages or personal injury resulting from the use of the Vendor's equipment and supplies. **Vendors must supply all clean- up equipment and remove all litter and debris before leaving the Park.**

9. COVENANT NOT TO SUE

The Vendor will not institute any action or suit at law or in equity against the MWCC, Cincinnati Parks, the Event Coordinator and their employees, agents, volunteers, officers, and designees for actions taken under this Contract. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, compensation, loss, injury to person or property resulting from the terms and conditions of this Contract.

10. INDEMNIFICATION

The Vendor hereby agrees to indemnify, hold harmless, release, waive and forever discharge the MWCC, Cincinnati Parks, the Event Coordinator and their employees, agents, volunteers, officers, and designees from all actions, damages, liabilities, and expenses, including reasonable attorneys' fees and court costs which may arise out of or are the result of Vendor's participation in the Event.

11. INSURANCE

The Vendor shall have available for inspection by the MWCC a current and valid certificate of liability insurance for protection against damages in case an injury occurs at the Event, or an injury is caused by their goods or products. The Vendor's insurance policy shall name the MWCC as an additional insured for the Event.

12. RENTAL FEE

The Rental Fee is one hundred dollars (\$100) for selling goods and products and entitles the Vendor to a permanently reserved space at the Event. The space is approximately 12 feet by 12 feet and/or space for a food truck. Electricity might be available and please contact the Event Coordinator if you have questions or concerns.

The Vendor, or his/her designee, must sign this Contract and the **Rental Fee must be paid by October 18, 2024.** The Rental Fee will not be refunded due to weather or other circumstances occurring before, during, or after the Event. In order to receive a refund, the Vendor must notify the MWCC of the Vendor's intent to not participate in the Event, ten (10) days prior to the Event.

If the Vendor is removed from the Event, the Vendor is not entitled to any refund from the MWCC.

13. SIGNATURE

If you agree to comply with the terms and conditions of this Contract, please sign the Contract, complete Page 3 and return the signed Contract with your check or money order in the amount of one hundred dollars (\$100) payable to the MWCC by **October 25, 2024**. **You may deliver in person or mail the payment to the Mt. Washington Community Council, P.O. Box 30387, Cincinnati, OH 45230-0387.** You will be notified by a MWCC representative of your acceptance to the Event, otherwise your Rental Fee will be returned to you.

Vendor name

Contact person

Address Phone #

City State Zip

E-mail address

Date

In the space below, please describe the goods and products which you will be selling at the Event.

