**The Fowler Market**

***Back to school bash EVENT CONTRACT***

**EVENT DATE:**  Sunday, August 27th from 10:00am-4:00pm

**WHERE:**  FORMER NEAL MIDDLE SCHOOL, 3385 YOUNGSTOWN KINGSVILLE RD

**ADMISSION:**  Free.  Crafter/Vendor spots available for $20.00 for a 10’X10’ spot and SCHOOL RELATED CHINESE AUCTION ITEM REQUIRED

Office hours are BY APPOINTMENT ONLY or beginning at 10:00am on Sunday mornings; to schedule an appointment e-mail DG3Events@gmail.com or go to www.fowlermarket.com and click the “contact” tab.

Items being accepted include: homemade or handmade crafts, homemade edibles such as baked goods or candies, direct sales (ONE representative per company) and seasonable farmers market or home-grown items such as produce, canned items, potted plants, etc.

Please direct inquiries to the above contact if you are unsure of an item you are looking to sell.

**Checks payable to Jessica Gollan** and, if sending by mail, sent to:

The Fowler Market

Po Box 82

Fowler, Ohio 44418

**RELEASE AND HOLD HARMLESS AGREEMENT**

The request to reserve vendors space constitutes an express contractual agreement between myself and The Fowler Market and it is understood and I agreed that by signing this agreement I fully and finally release and hold harmless both The Fowler Market, its agents, and employees, and the landlord of the venue, and its agents and employees from any and all liability for all claims of every nature and kind what so ever, including death, personal injury, loss, theft, or damages to personal property, whether or not caused by The Fowler Market or landlord’s own negligence or the negligence of their agents and employees.

**TERMS AND CONDITIONS/MARKET RULES**

The following terms and conditions define the agreement between you as the VENDOR and The Fowler Market as MANAGEMENT. Participation in the market is contingent on agreeing to, as well as adhering to, these rules. All pertinent fire codes, laws, ordinances and regulations pertaining to health, fire prevention and public safety shall be strictly obeyed.

* Setup time for vendors will be Sunday morning at their earliest convenience, however management will not be on site until 8:00am.
* Vendor spots are assigned on a first come, first served basis. A copy of this contract must be signed by the vendor upon their first participation in the market and will be kept on file as an understanding that it is to be abided by at any time that the vendor is in attendance of the Fowler Market.
* If a vendor chooses to pay for multiple weeks up front, they will be assigned the same spot every week. If a vendor chooses to pay for one week ahead of time, they will be assigned a spot number at the time of payment. If a vendor chooses to reserve a spot the morning of the show, they will be subject to spot availability and will not be guaranteed placement.
* Vendors reserving and prepaying for one or more CONSECUTIVE weeks shall be permitted to leave their display intact for the following week(s). The Fowler Market does NOT assume responsibility for any item(s) voluntarily left by vendors, and any item(s) are left by the vendor at their own risk.
* Vendors who reserve tables and do not show up (unexcused) within 15 minutes of the opening time will forfeit the reservation.
* Vendors prepaying and reserving an entire month of spots will receive the last weekend of the month free of rent.
* There will be NO REFUNDS, NO CREDITS and NO ROLLOVERS for spot rentals.
* Vendor is responsible to carry the appropriate insurance for their business.
* Vendors are responsible to collect and report the appropriate sales tax where applicable.
* Vendors may sell prepackaged food items not designed to be consumed on market premises, but must follow safe food handling guidelines procedures and product labeling as described in Ohio regulations.
* Vendors are responsible for bringing any furnishings such as tables, chairs, tents, etc. to be set up within and not outside of their designated 10-foot space.
* Vendors are not permitted to tear down early unless prior consent is given by management.

**PROHIBITED ITEMS AND BEHAVIORS**

* NO SMOKING on The Fowler Market property.
* No selling of FIREARMS, AMMUNITION, EXPLOSIVE MATERIALS, FIREWORKS, CHEMICALS, PETS, LIVESTOCK, PORNOGRAPHIC OR OFFENSIVE MATERIALS, DRUGS OR DRUG PARAPHERNALIA, or ALCOHOLIC BEVERAGES. Management reserves the right to have any item or items removed from sale at its sole discretion.
* No consumption of ALCOHOLIC BEVERAGES on The Fowler Market property.
* No counterfeit, stolen, bootlegged, pirated merchandise to be sold by vendors.
* No unreasonable noise, disruptive or abusive behavior, or use of vulgarities will be tolerated on The Fowler Market property.
* No use of drugs of drugs or alcohol, as well as possession of deadly ordinance(s) will be tolerated and this will be STRICTLY ENFORCED. We will have law enforcement present and violators will be subject to removal and legal action.
* Vendors are responsible for the disposal of garbage in their designated spots at the end of the day.
* The Fowler Market reserves the right to close any spot and have any vendor removed that violates the above agreement.

**INSURANCE**

* The Fowler Market assumes no responsibility for physical loss, damage or theft at any time to the physical property of the Vendor.
* The landlord/Management is under no obligation to provide mischief or general liability insurance for the personal property of the Vendor or any claims for personal injury, death, or property damage in or about the spaces rented by the Vendor.

**CHECK POLICY**

* $35 NSF fee will be charged on any returned check.
* If a check is returned, any future reservations must be made in cash.
* Photo ID required for all checks.

**ELECTRICITY**

* Electricity will be available and will add $5 to reservation cost.
* One outlet will be allowed per vendor space.
* Vendor is responsible for equipment such as extension cords, electrical strips, etc.

**ACKNOWLEDGEMENT OF CONTRACT**

**(to be returned with payment)**

* Hours of operation are Sundays from 10:00am – 4:00pm. Vendor shall have their booth(s) open during these hours.
* No alcohol, drugs, drug paraphernalia or weapons permitted on the property. Anyone failing to comply with said rules will be subject to law enforcement removal. THIS IS STRICTLY ENFORCED.
* No pets allowed on property.
* No sale of animals of any kind.
* All vendors’ minor children under the age of 18 must be accompanied at all times by their parent or guardian.
* No smoking.
* No open flames, fireworks, dangerous chemicals or other dangerous ordinances allowed on property at any time.
* No counterfeit, pirated, bootlegged, or stolen goods.
* No subletting or loaning of spots.
* No loud music.
* No X-rated movies, adult novelties, or any other offensive materials.
* No refunds, credits, or rollovers.
* Vendor is expected to use good judgement should a problem arise.
* No unreasonable noise or disruptive or abusive behavior will be tolerated.
* Management reserves the right to close an exhibit at any time for failure of exhibitor to perform, observe, or comply with any term set forth in this contract.

**Name (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Company/Product: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date(s) attending: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DL# (if paying by check): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**