**The Fowler Market “One Year Anniversary Celebration”**

***EVENT CONTRACT***

**EVENT DATE:**  Sunday, june 11th, 2017 from 10:00AM – 4:00PM

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

**ADMISSION:**  Free.  Crafter/Vendor spots available for $20.00

Office hours are BY APPOINTMENT ONLY or beginning at 10:00am on Sunday mornings. To schedule an appointment, e-mail DG3Events@gmail.com or visit our website at www.fowlermarket.com and click “Contact”.

Items being accepted include homemade or handmade crafts, homemade edibles such as baked goods or candies, seasonable farmers market or home-grown items such as produce, canned items, potted plants, etc. and direct sales representatives. Only one representative per company will be allowed.

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 beginning at 8:00am.
* Vendors may choose to be inside OR outside. Please specify on application your preference. Indoor spots are extremely limited and will be granted on a first come, first served basis. Outdoor vendors are encouraged to bring pop up canopies, as this show is RAIN OR SHINE.
* 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 who reserve tables and do not show up (unexcused) within 15 minutes of the opening time will forfeit the reservation.
* There will be NO REFUNDS, NO CREDITS and NO ROLLOVERS for spot rentals.
* Vendor is responsible to carry the appropriate insurance for their business.
* Vendor is responsible to carry the appropriate licensing 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) (without proper firearms licensing provided by the State of Ohio) 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.
* Vendors choosing to set up spots prior to the show date (i.e. the night before) understand that this is AT THEIR OWN RISK.
* 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**

* At this time, electricity is of limited availability on the property.
* Spots with electrical access will add $10 to reservation cost.
* One outlet will be allowed per vendor space.

**WE RECOMMEND MAKING A COPY OF THE AGREEMENT TO KEEP WITH YOUR RECORDS, ALONG WITH A COPY OF THE ENTIRE CONTRACT.**

**ACKNOWLEDGEMENT OF CONTRACT**

**(to be returned with payment)**

* Hours of operation are Sunday from 10:00am – 4:00pm. Vendor shall have their booth(s) open during these hours.
* No alcohol, drugs, drug paraphernalia or weapons (without proper firearms licensing provided by the State of Ohio) 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Indoor/Outdoor Preference\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

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

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

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