

**GREATER ALLIANCE CARNATION FESTIVAL
Rib & Food Fest BUSINESS EXPO**

AGREEMENT

THIS AGREEMENT made on the ___ day of _____, 20 ___, between CARNATION CITY FESTIVAL, INC., a non-profit corporation organized and existing under the laws of the State of Ohio, whose tax mailing address is P.O. Box 3832, Alliance, Ohio 44601, hereinafter referred to as "GACF" and

_____ ,
whose mailing address is _____, hereinafter referred to as "Participant".

WHEREAS, the Sponsor is the organizer and promoter of an annual festival known as the "Carnation Festival" which includes an event known as the "Rib & Food Fest Business Expo"

WHEREAS, the Participant desires to take part in the Rib & Food Fest Business Expo event during the 2020 Carnation Festival.

NOW, THEREFORE, the parties hereto agree that the Participant shall take part in said event subject to the following terms and conditions:

1. Participation at Rib & Food Fest Business Expo. GACF grants Participant, subject to the terms and conditions below, the privilege to occupy and use a designated area at the Rib & Food Fest to be held on August 1st, 2nd & 3rd in the northeast parking lot of the Carnation Mall at 2500 W. State Street in Alliance, Ohio. 44601. GACF shall have the exclusive right to determine the exact location and/or booth number of Participant. Participant shall have access to the location for the purpose of setting up their booth and equipment from 5:00 p.m. to 9:00 p.m. the day before the start of the Rib & Food Fest and from 7:00 a.m. to 11:00 a.m. the first day of the Rib & Food Fest. Participant agrees that its use of the space shall be limited to the following purpose:

Advertising our current rate plans & promotions by handing out flyers and free giveaways.

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2. Participation Fee. Participants shall pay GACF a non-refundable fee of \$150 for the privilege to occupy a designated 10' by 10' area and participation at the Rib & Food Fest Business Expo. One-half of the total fee shall be paid upon the execution and return of this contract and the

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balance of the fee shall be paid by the end of the first day of the Rib & Food Fest.

3. Dates and Times. The Rib & Food Fest Business Expo will be held on the following dates and times:
 - Thursday, July 30th from 4:00 p.m. until 11:00 p.m.
 - Friday, July 31st from 4:00 p.m. until 11:00 p.m.
 - Saturday, August 1st from 4:00 p.m. until 11:00 p.m.

4. Participant's Obligations. Participant shall:
 - a. Only use their designated booth to provide promotional purposes. Participant will not be permitted to advertise, solicit, gather, promote outside of the designated area.
 - b. Not interfere with the flow of traffic.
 - c. Not engage in sales on site.
 - d. Maintain the booths in an orderly and safe manner;
 - e. Safety secure all loose papers and materials and prevent the same from blowing away;
 - f. Maintain their booths between the hours of Noon, (4:00pm on Thursday) until at least 8:00pm.
 - g. Secure and/or remove any and all personal property located within the booth at the end of the day. GACF shall not be responsible for any damage or loss to any personal property located within the Participant's booth.
 - h. Obtain all permits and licenses, including health permits, required by local authorities for the conduct of its operation. Participant agrees that it will abide by all rules and regulations established by GACF and the Carnation Mall.
 - i. Be responsible for all conduct and actions of Participant's employees and/or agents. The Participant agrees to indemnify the GACF and hold it harmless from any and all claims, damages, costs and attorney fees which may result from Participant's conduct of its operation during the Rib & Food Fest/Business Expo except to the extent that such claims, damages, costs, and attorneys fees are the result of the misconduct or negligence of the GACF and its employees and/or agents.
 - j. Promptly remove its property from the parking lot at the end of the event.

5. GACF's Obligations. GACF shall:

- a. Provide advance promotional work and advertising for the event, which shall be limited to listing the event on the GACF website and on the GACF brochure.
 - b. Provide a tent for the designated 10' by 10' area. Participant shall provide their own tables, chairs, etc.
6. Rules and Regulations. Participant stipulates and understands that it must follow and abide by all rules and regulations established by the GACF, City of Alliance, and those established by the lawful owners of the Carnation Mall. In the event the Participant fails to follow these rules and regulations, the GACF shall have the right to expel Participant from the Rib & Food Fest.
 7. Cancellation/Suspension In the event the Rib & Food Fest Business Expo time is cancelled and/or suspended due to any unexpected event, such as utility outage, weather, public safety, etc., GACF shall have no responsibility in refunding any of the Participation fee.
 8. Images. GACF and Participant stipulate and agree that photographs and videos will be taken during the Rib & Food Fest Business Expo, which may include Participant's business name, image and operation. Participant agrees that GACF may use these photographs and images for future promotional purposes, including, but not limited to displaying the images on its brochures and website.
 9. No Sublet. Participant shall not sublet all or any part of the privileges established by this agreement.
 10. Actions Detrimental to GACF. GACF puts on a community festival for the Greater Alliance area. As such, GACF reserves the right to demand Participant to remove or cease use of any sign, advertisement, and/or any other activity which GACF deems offensive and/or harmful to GACF.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date and year first above written.

GREATER ALLIANCE CARNATION FESTIVAL:

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PARTICIPANT:

By: _____

Its: _____

Address: _____

Phone: _____

Send application and fee to:

Carnation Rib & Food Fest Expo
c/o Frank Minear
PO Box 3832
Alliance, Ohio 44601

Contact Frank Minear at: 330-495-5915
Email: carnationribfest@gmail.com

Make checks payable to: Greater Alliance Carnation Festival