

Painesville Community Improvement Corporation (PCIC)

Party In The Park Privilege Contract

This contract is subject to the following stipulations:

1. All payments are due and payable in the following manner: A non-refundable deposit of 50% due upon submitting contract. Balance to be paid in full to the Party In The Park Committee by June 1st 2019
2. Food concessionaires must be covered by **liability insurance**. Proof of insurance must be submitted with contract. No contract shall be accepted as "good" unless "proof of insurance" is submitted.
3. Amusements, Exhibitors & Food Concessionaires are **NOT** permitted to arrive prior to 5:00 pm on Thursday. This contract becomes **null and void if not set up prior to 11:00 am on Friday**.
4. All amusements and food concessionaires shall remain open the entire day until 11:00 pm. All **vendors/exhibitors must remain open until 9:00 pm each night**. NO vendor may close before 9:00 pm on Sunday night. All amusements, exhibitors and food concessionaires are to vacate the premises within one hour after the closing of the event each night.
5. All amusements, exhibitors & food concessionaires must meet the rules and regulations set by the Fair Board of the State of Ohio, the Lake County Health Department and the City of Painesville Fire Prevention Bureau.
6. Both parties shall mutually agree that the *Party In The Park Committee* shall have full authority in the placement and operation of all participants.
7. All amusements, exhibitors and food concessionaires shall keep their area neat and clean at all times. The *Party In The Park Committee*, or its designee shall do trash pickup at your site. **All amusements, exhibitors and food concessionaires must pick up paper and debris around their stands or booths at the close of each evening or at any time it is necessary.**
8. Food concessionaires are responsible for acquiring their own food service license and must abide by the rules and regulations under such license. The PCIC shall not be held responsible for any violation to that contract. Questions regarding the food service license and regulations can be addresses by the Lake County General Health District (440) 350-2543.
9. All amusements, exhibitors and food concessionaires must also observe the following **City of Painesville regulations** for the *Party In The Park*.
 - *Automobiles or other vehicles will be permitted on Veteran's Memorial Park property ONLY for such time is required to unload or set up displays, booths or apparatus pertinent to the concession, except for trailers, vans, automobile units used exclusively for vending purposes. Vehicles must enter and leave by designated concrete sidewalks. Cars and trucks used to move such units will be instructed to park in special parking areas.*
 - *Any damage to the parks turf, plants, shrubs, flowers, benches, signs, monuments, trash containers, water fountains or other property will be the liability of the exhibitor or concessionaire.*
 - *Fires shall be permitted only in approved cooking units, located at designated areas. Open fires for cooking shall be limited to charcoal or charcoal products only. Charcoal fires shall be extinguished and disposed of only in designated containers. Each concessionaire **MUST PROVIDE THEIR OWN CONTAINERS AND HAUL AWAY ASHES DAILY.***
 - *Concessionaires shall provide adequate and sanitary wastewater disposal through holding tanks or other means. The City will designate one wastewater disposal site, and dumping times will be posted. Such wastewater must be disposed of in the designated sanitary sewer only. Vendors dumping into the street or other non-approved locations may be cause for shut down and assessment of fines.*
10. *Responsibility and Security:* We have 24 hour security walking throughout the park day and night however we cannot guarantee your individual items. By acceptance of this agreement, the Vendor expressly releases the PCIC, Party in the Park Committee and the City of Painesville of any and all liability for any damage, injury or loss to any personal or goods from any cause.
11. *Rules:* Exhibitors shall not assign, share or sublet all or any part of their assigned space .Exhibitors will not nail, screw or otherwise attach anything to columns, trees, etc. All trash must be put in the area trash containers. PCIC reserves the right to determine suitability of items for sale and/or show. No radio or music is to be played as bands will be playing throughout the festival. Committee reserves the right to limit number of participants in similar item categories.
12. All cancellations must be in writing at least 30 days prior to the event.

PLEASE NOTE:

Receipt of application, fees and insurance does not constitute acceptance. The PCIC reserves the right to refuse, in whole or part, participation of an amusement, exhibitor or food concessionaire. Failure to comply with any part of this contract shall constitute grounds for denial of consideration for privilege in the following year.

2019 Party In The Park "Contract D" Non Profit

Space # _____

The Painesville Community Improvement Corporation (PCIC) leases to the undersigned party space on their grounds to be used during the 2019 Party In The Park from July 19 to July 21, 2019. Information on this page is required and must be filled in completely.

Business/Organization: _____ Phone: _____

Contact Person: _____ Fax: _____

Address: _____ City _____ State _____ Zip _____

Goods being sold: _____

Email _____ Cell: _____

Chinese Auction item to be donated: _____ must be a \$25.00 value or more.

Non Profit Information/Fundraising/Sales/Games/ – space requirement form required

\$235.00 x _____ 10 x 10 space(s) = \$ _____ if "Contract D" is received before April 15, 2019

\$260.00 x _____ 10 x 10 space(s) = \$ _____ if "Contract D" is received after April 15, 2019

I will supply my own tent

I will need a tent supplied

A Non-Refundable minimum deposit of 50% is required upon submitting this contract. Balance is due before June 1st 2019

PCIC reserves the right to cancel this contract and re-sell the space referred to in this "Contract D" if the balance of amount due is not received before June 1st 2019. All cancellations must be in writing at least 30 days prior to the event.

We accept payment via MasterCard, Visa, Amex, Discover, and PayPal through our website at: <http://www.painesvilleimprovement.com/party-in-the-park>. We also accept checks made payable to "PCIC-Party in the Park". Please mail completed contract, Payment, and Trailer

**To: PCIC - Party In The Park
P.O. Box 415
Painesville, OH 44077**

I/we have read all the stipulations of the Painesville Community Improvement Corporation (PCIC) relating to *Party In The Park* and the City of Painesville relating to the use of Veteran's Memorial Park and acknowledge that I/we will comply fully with same, and hereby make application as a vendor/exhibitor. I/we hereby assume all risks and hazards incidental to the conduct of this activity, and do further hereby release, absolve, indemnify and hold harmless the PCIC and the City of Painesville.

This privileged contract is sold subject to all local necessary inspections, City Ordinances and the rules and regulations of the *Party In The Park*.

Deposit Paid \$ _____ Check# _____ or Credit Card/ PayPal Conf # _____

Balance Due by June 1st, 2019 \$ _____

Signature _____ Date _____

Questions contact: vendor@parkpartyinfo.com