



# 2023 Outside Vendor Application

Please Print

2023 Outside Vendor Hours  
 Extra Day - Thursday  
 Thursday, June 1, 2023 - - 4PM - 9PM  
 Friday, June 2, 2023 -- 3PM - 9PM  
 Saturday, June 3, 2023 -- 11AM - 9PM  
 Sunday, June 4, 2023-- Noon - 6PM

Name of Vendor/Organization \_\_\_\_\_ Application Date \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ CELL PHONE REQUIRED \_\_\_\_\_

Email Address \_\_\_\_\_

List items to be sold or promoted. Items not listed cannot be sold or promoted. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Each Space is 10 X 10 Unless Indicated	Early Rate Before April 30, 2023	After April 30, 2023	# Spaces	Total
Standard Space	\$140.00/ea. Space	\$165.00/ea. Space	X	= _____
Non-Profit Organization	\$ 85.00/ea. Space	\$110.00/ea. Space	X	= _____
<b>Premium Space*</b>	<b>\$260.00/ea. Space</b>	\$285.00/ea. Space	X	= _____
Electricity Hookup	\$ 50.00/ea. Space	\$ 60.00/ea. Space	X	= _____
Early Tear Down Fee - SEPARATE CHECK**				= + \$100.00
			TOTAL ENCLOSED	= _____

**\*Premium Spaces** - Are high traffic areas on the festival grounds and entrances of tents. Also available free-standing spaces, contact us for details.  
**\*\*A separate Early Tear Down Fee check is required at time of submission. If Vendor tears down before 6:00PM on Sunday, June 4, 2023 check will not be returned. If Vendor does not Tear Down early check will be returned or Vendor may apply Early Tear Down Fee check as deposit toward 2024 Hometown Days.**

**SPECIAL STIPULATIONS**

- All applications must submit a **color photo** of exhibit space. If a photo is not included, the application will not be considered. SCHD reserves the right to limit vendor items sold.
- General liability insurance is required listing Swartz Creek Hometown Days (SCHD), its Directors, Staff, Volunteers, City of Swartz Creek and William Kincaid (property owner) named as additional insured. A copy of insurance must be provided to SCHD before arriving.
- Vendors ordering electricity must bring your own 50ft - 100ft commercial grade extension cord.
- Application with total payment including Early Tear Down Fee must be post marked by April 30, 2023 to qualify for the Early Rate.
- Returned checks will be subject to administration fees and a return check fee of \$35.
- Cancellation of all or portion of exhibit space before April 30, 2023 must be in writing via certified mail, return receipt requested. SCHD shall withhold \$35 for administration fees and any credit card fees. No refunds after April 30, 2023.
- Only money orders, certified checks, cash or credit cards **will be accepted** for payment made after April 30, 2023. **All spaces must be paid in full before move in.**
- This document, when signed by the vendor/organization and SCHD, constitutes a binding, irrevocable, legal agreement. The signing of this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the vendor/organization and have read and agree to all Vendor terms and guidelines.

Print Authorized Name \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**PAYMENT BY CREDIT CARD**  Mastercard  Visa Card # \_\_\_\_\_

Print Name on Card \_\_\_\_\_ Signature \_\_\_\_\_ Security Code \_\_\_\_\_ Card Expires \_\_\_\_\_

**BILLING ADDRESS** \_\_\_\_\_

Return completed application along with payment made payable to -  
 Swartz Creek Hometown Days, ATT: OUTSIDE VENDORS, PO Box 271, Swartz Creek, MI 48473  
 For additional information or questions contact Ken Cogswell, Commercial Vendors @ 810-348-8868



PO Box 271  
Swartz Creek, MI 48473

# Outside Vendor Information

- 1. Define Terms.** The term “agent” means Swartz Creek Hometown Days Festival. The festival and all portions thereof, is owned, produced, and managed by Swartz Creek Hometown Days Festival, PO Box 271, Swartz Creek, Michigan 48473. The term “lessee” means, collectively, the company and/or person that applied for vendor space and agreed to enter into the contract upon acceptance by the agent in a manner stated.
- 2. Privilege to Operate or Exhibit.** The privilege to operate or exhibit shall be according to the laws of the State of Michigan without infringement upon the rights or privileges of others. Lessees will not handle or sell any commodity or transact any business upon and within the Swartz Creek Hometown Days Festival except that which is expressly stipulated in the contract, a lessee must confine the business and the promotion and advertising of the same on the agent’s grounds to the assigned space.
- 3. Reassignment of Space.** Reassignment of space will be handled in the following manner: following the close of the most recent festival, all lessees will be evaluated with regard to performance (i.e., payment of fees, public compliance, appearance of space, and any formal complaints from the public arising out of the performance of activities on the grounds).
- 4. New Applications for Space.** All new applications for space **MUST** be accompanied by a color photograph of the lessee’s space. If the proposed space differs significantly from the photograph, the agent reserves the right to reconsider the application. Factors that would affect the application for space would be physical limitations, the general appearance of the structure, possible interference with existing structures, power sources, water and/or sewer. The privilege to operate a vendor shall be evaluated based upon the following; appearance of vendor space and the current number of similar lessees.
- 5. Taxes and Licenses.** Lessee shall be solely responsible for obtaining any licenses, permits, or approvals under Federal, State or local law applicable to its activities at the festival. Lessee shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, licenses fees, use fees or other fees, charges or penalties that become due to any governmental authority in connection with its activities at the festival. It is understood and agreed that this contract constitutes a non-assignable license and privilege only advertisement is not, under any circumstances, intended to continue a lease or any other conveyance of real property and partnership, employment agreement or joint venture between the parties.
- 6. Observance of Laws.** Lessee’s shall abide by and observe all Federal, State, and local laws, codes, ordinances, rules and regulations of the agent, including without limiting the forgoing lessee shall construct its exhibit to comply with the American with Disabilities Act (ADA).
- 7. Substitute Location or Discontinue of Contracts.** Alterations in the festival and its grounds may make it necessary to eliminate previously available or contracted space from one year to the next. In these cases, the agent reserves the right to offer a substitute location or discontinue a contract completely.
- 8. Policy Governing Vendors and Approval to Conduct Business.** The agent reserves the right to license and regulate all vendors on the grounds. There is no sub-letting of space. Lessee may not sell, divide, or give lessee space to another vendor. No generators will be allowed. The business conducted shall at all times conform to the provisions of the space rental contract.
- 9. Assignment of Contracts.** The festival contract for lessees shall not be assigned, hypothecated or otherwise disposed of without written consent of the agent. Obligations provided for in said contract, including payments for space and electric shall remain the obligations of the original lessee, irrespective of approved subleasing. Contracts shall not be assigned unless the death or sickness of the original lessee makes assignment necessary in order to perform the provisions of the contract for that year’s festival. Approved subcontracting does not transfer any rights to reapply to the subcontractor and if subcontracting is approved, it will be valid for the current year’s festival.
- 10. Sales & Displays.** Any Lessee that does not comply with the discretion of the agent, its sales, banners, advertising or displays that are deemed inappropriate and offensive will be asked to remove said items, cease such activities, and in extreme cases, be asked to leave the festival if actions or sales continue.
- 11. Vendors Prohibited.** No roving vendors or carts shall be permitted on grounds or off grounds unless written permission from agent. All literature, display advertising and products must be within the rented space unless written permission from agent.
- 12. Measuring Space.** Outside space is; 10ft width x 8ft deep x 10ft tall. Outside space shall be measured from; outside back of tent to front for depth and from tent tie-down to tent tie-down for width. All lessees canopies **must** be secure with stakes or weights.
- 13. Broadcasting Devices.** No loud speakers, radios, or amplifiers or other broadcasting devises can be used on the location described in the contract without written permission of the agent. Approval to use such a broadcasting devise shall be based upon the agent’s determination of whether the use of such a device will interfere with the normal and usual conduct of business by adjoining or adjacent vendors.



PO Box 271  
Swartz Creek, MI 48473

# Outside Vendor Information

14. **Security.** Police, EMS, and professional security will monitor and be present throughout the festival. The agent will employ a professional security firm to be on-site Thursday, Friday, and Saturday nights. The agent assumes no liability for the loss of any personal property or merchandise.
15. **Lessee Vehicles and Trailers.** A lessee's trailer used for storage of supplies, with a direct relationship to a specific exhibit must be located off festival grounds unless written permission from agent. All lessee vehicles must be parked in appropriate parking areas off festival grounds. All living units must be located off festival grounds.
16. **Removal of Illegally Parked Vehicles.** Any lessee's vehicle parked in an unauthorized parking area, not parked in a designated parking area, may be towed to a designated area where the owner may claim said vehicle upon payment of the appropriate towing charge. The agent shall assume no financial liability for any charges, fees or damages to contents of any vehicle that is towed.
17. **Vendors General Standard of Conduct.** All lessees shall refrain from engaging in fraudulent activity, misrepresentation, or illegal activity towards patrons of the festival and/or SCHD. Vendors who misrepresent or give false information on an application shall have all rights revoked.
18. **Pets.** No animals will be allowed on the festival grounds unless said animal is used for the assistance of the physically challenged.
19. **Location & Set-Up Time.** You will be notified of your location the week before the festival. Lessees may not solicit or impede outside your space. Smoking is not allowed within your space. Agent reserves the right to relocate the assigned Vendor if, in the opinion of the Coordinator, the location is in the best interest of improving the festival. Lessees may take advantage of early set-up, Thursday from 3:00 P.M. to 5:00 P.M., to take advantage of the opening of the festival on Thursday at 5:00 P.M. If lessee chooses not to take advantage of early set-up on Thursday, regular set-up is Friday from 9:00 A.M. to 3:00 P.M.
20. **Restock Hours.** All restocking must be completed by: Friday before 3:00 P.M., Saturday before 11:00 A.M. and Sunday before 12:00 P.M. All lessee's must stay open until 9:00 P.M. Friday and Saturday and until 6:00 P.M. Sunday. SCHD will not accept or ship vendor packages/containers.
21. **Samples and Give-aways.** Free samples of packaged foods or beverages cannot conflict with food vendors. All samples and/or selling of food items must comply with the Health Department Regulations and SCHTD. All food items must be commercially packaged.
22. **Trash and Litter.** Lessees will keep their location and surrounding areas clean and free of litter. Trash must be bagged and will be picked up by grounds. SCHD will not tolerate dumping of any kind in unapproved sites.
23. **Tear Down Time and Tear Down Fee.** Lessees may tear down at the close of the festival at 6:00 PM on Sunday. If lessee tears down "early" before 6:00 P.M. on Sunday, the lessee's "Early Tear Down" fee will not be returned. If the lessee does not tear down early, the lessee may use the "Early Tear Down" fee as a deposit to secure space for the next year. If lessee leaves deposit and does not participate the next year the lessee forfeits the deposit.
24. **Removal of Property.** All property and equipment of the lessee shall be removed from the festival grounds no later than 11:00 P.M. Sunday. Failure to remove property and equipment shall make said property and equipment subject to storage charges. The agent reserves the right to relocate property and equipment to a designated storage area.
25. **Emergency Closing.** In case of an emergency, the agent reserves the right to close any lessee and limit operations when such actions are deemed necessary for the public health, safety, and welfare.
26. **Cancellation of the Festival.** If the agent cancels the festival due to circumstances beyond the reasonable control of the agent such as; Acts of "God", Acts of War, or governmental emergency, the agent shall refund to each lessee its exhibit space rental payment previously paid, minus a share of costs and expenses incurred in full satisfaction of all liabilities.
27. **General Liability Insurance.** Each lessee is required to send in proof of Certificate of Insurance. General Liability Insurance must show the following; combined single limit of liability in the amounts of \$1,000,000.00 per occurrence/\$2,000,000.00 general aggregate. Lessee must list additional insures as; Swartz Creek Hometown Days, its Directors, Staff, Volunteers, City of Swartz Creek and William Kincaid. A copy of General Liability insurance must be supplied to SCHD before arriving at the festival or the lessee must sign a Release and Waiver of Liability and Indemnity Agreement before setting up.
28. **Photography Waiver.** The Lessee authorizes Swartz Creek Hometown Days Festival to use and reproduce any photographs, personal narrative, interviews, or audio video recording of my participation for any and all purposes.