

**SULLIVAN ROTARY CLUB** (the "Club" is the proud Corn Festival sponsor for the 18<sup>th</sup> year! The 2020 Corn Festival (the "Festival") will begin Wednesday, September 16<sup>th</sup> at 5:00 p.m. and run through Saturday, September 19<sup>th</sup>. Tents and stands may be set up at any time beginning Sunday, September 13<sup>th</sup> at 2:00 p.m. (NO TENTS OR STANDS MAY BE SET UP BEFORE THIS TIME). A location list/map will be posted on the north Courthouse door and the south Civic Center door at Central Plaza.

## TENTS AND STANDS VENDOR REGISTRATION, APPLICATION, AND AGREEMENT

The Club has obtained permission and responsibility for exclusive rights to use the Sullivan County Courthouse Square (the "Square"), the streets and sidewalks located 1 block from the Square in each direction, North Main Street between Washington and Giles Streets, and the grounds of Sullivan Central Plaza (all such locations constituting the "Festival Premises") for the entire week of September 13<sup>th</sup> through September 19<sup>th</sup>, 2020. If the Club approves this application, the vendor will have a limited license to set up a tent or stand on the Festival Premises subject to all of the terms and conditions of this document.

REQUIRED INFORMATION FOR REGISTRATION (Check the space size and set of needs)
IMPORTANT: Applications will be denied for incompleteness and nonpayment. Items with \*\* are required fields.

Vendor Organization Represented**(Complete Name)				
Vendor Contact Name**				
Address**StateZip				
Phone**(Phone you will answer on Sunday 9/13/2020)				
Alternate Phone (if available)Email				
Fund Raising Activity**				
Specific Items to Be Sold**				
Required Space Size: 12'x12' Greater than 12'x12' Greater than 20'x20' Other				
Please specify type of set-up you have (tent, trailer, etc.)				
Set-up Needs: Electricity Water Location Preferred: The Square Central Plaza				
Flat Fee Schedule (Check the applicable line below – fee must be submitted with application)				
\$175.00 – Tent or Stand (12'x12' or smaller)				
\$275.00 – Tent or Stand (Greater than 12'x12')				
\$375.00 – Tent or Stand or Trailer (Greater than 20'x20')				
• Payment is due upon submission of this application. Payment by PayPal is available through the				
"Donate" button on the Club's website at http://www.Sullivaprotary.org/donate.html				

- Payment is due upon submission of this application. Payment by PayPal is available through the
  "Donate" button on the Club's website at <a href="http://www.Sullivanrotary.org/donate.html">http://www.Sullivanrotary.org/donate.html</a>
  (Complete the "Add special instructions to the seller" option to identify the vendor).
- Application and payment may be mailed to Twila Usrey, 32 S. Court Street, Suite F, Sullivan, IN 47882 (or delivered to this address on 2<sup>nd</sup> floor of First Farmers Bank & Trust, Sullivan, IN) or email a copy of the completed application form to <u>Sullivanrotary3450@gmail.com</u> and pay with PayPal. Tents and stands space is allocated on a first-come first-served basis. The Club reserves discretion in allocation of space sizes, locations, and utilities among vendors as the Club determines in the Club's sole discretion to be most equitable for all vendors. The Club will designate your space before you set up your tent or stand. The Club strictly prohibits moving or trading of spaces.
- Tents and stands set-up must be completed by Tuesday, September 15<sup>th</sup>, 2020 at 10:00 p.m.
- The Club furnishes electricity and water to vendors, without warranty of supply adequacy, but each vendor is responsible for hoses and electrical cords for their own stand.
- Each vendor must provide the Club with a CERTIFICATE OF LIABILITY in the amount of \$1,000,000.00 with application or upon arrival.
- Every food vendor MUST OBTAIN A FOOD VENDOR PERMIT FROM THE SULLIVAN COUNTY HEALTH DEPARTMENT PRIOR TO SET-UP. NO FOOD VENDOR WILL BE ALLOWED TO OPEN WITHOUT THE PERMIT IN PLACE PRIOR TO THE START OF THE FESTIVAL. Food vendors must be set up and ready

for inspection by 3:00 p.m. Wednesday, September 16<sup>th</sup>. Contact the Sullivan County Health Department at 27 S. Main Street, Sullivan; <a href="www.sullivancounty.in.gov">www.sullivancounty.in.gov</a>; 812-268-0224 or Fax 812-268-0423.

- All tents and stands must comply with state and local fire and safety codes and ordinances and are subject to inspection.
- All tents and stands must comply with Covid-19 precautionary measures set forth by the Sullivan County Board of Health.
- No vendor may sell any of the following items (including similar items with different names):
   Corn dogs, cotton candy, popcorn, kettle/candy corn, lemon shake-ups, ice cream, snow cones,
   caramel/candy apples, French fries, elephant ears, Silly String, colored hairspray, weapons –
   including without limitation: firearms, swords, spears, truncheons, or other devices that launch BBs,
   pellets, or other projectiles, the careless or reckless use of which could injure Festival guests,
   vendors, or other participants. The Club has exclusive discretion to distinguish permissible and
   prohibited items.
- The Club does not discriminate on the basis of gender, race, age, creed, handicap, color, national origin, or sexual orientation.
- The Club reserves the right to revoke the vendor's license under this document and require the vendor to vacate the Festival Premises without refund of registration fees or reimbursement of expenses or lost revenues if the vendor violates the requirements of this document, or if the Club determines, in its sole discretion, that conduct or communication by the Applicant, its tent or stand function, its agents, or its constituents may defame, offend, injure, disrupt, or interfere with any other person or organization.
- The vendor releases the Club, its members, officers, agents, and contractors (the "Released Persons") from all claims, obligations, demands, threats, and assertations of liability that may arise from or be related to the vendor's participation in the Festival (the "Released Liability"), and will indemnify the Released Persons and hold them harmless against the Released Liability.

THE UNDERSIGNED PERSON REPRESENTS THAT THE PERSON IS FULLY AUTHORIZED TO REPRESENT AND BIND THE VENDOR, AND ACKNOWLEDGES THAT THE UNDERSIGNED PERSON UNDERSTANDS AND WILL COMMUNICATE TO THE VENDOR THE INFORMATION SHOWN ABOVE.

Authorized Signature:			_Title:
Printed Name:			Date:
Method of Payment: Cash	Check	PayPal	