



## VENDOR TERMS & CONDITIONS

The Vendor agrees to each and all clauses set forth in this agreement and identified in the Rotary Club of West Chester/Liberty (Rotary Club) application herein incorporated by reference. No clauses of this agreement may be changed in any way or altered without the written, signed permission of the Rotary Club.

- Vendor agrees to obey all rules and instructions as directed by the Rotary Club’s Vendor Coordinators during the BBQ Fest. Any failure to strictly adhere to rules and instructions may result in the immediate termination of this agreement and immediate forfeitures of all fees paid to the Rotary Club.
- Vendor agrees and acknowledges that household pets, amplified sound, within or around your designated booth space are strictly prohibited. Any violation of these rules shall be considered a material breach of this agreement by the Vendor and shall result in immediate termination of this agreement and forfeiture of all fees paid to the Rotary Club.
- Out of fairness and consideration of all BBQ Fest participants, Vendor acknowledges and agrees to only utilize the space contained within the confines of its booth, and not to extend beyond 3 feet directly in front of its booth, for any sales, distribution, or other solicitation by the Vendor. Vendor acknowledges and agrees that it is strictly prohibited from “canvassing” or otherwise roaming the BBQ Fest grounds in any effort to promote its booth’s purpose. The Rotary Club will make every reasonable effort, as allowed by law to prohibit any unauthorized “canvassing”.
- As a courtesy to other exhibitors and festival participants, the Vendor acknowledges and agrees that any material of an adult nature shall be displayed subject to the Federal, State, and Local rules, laws, and regulations regarding the display of adult materials which may be considered obscene or objectionable for viewing by minors.
- The Rotary Club reserves the right to prohibit, within any Vendor booth or on the festival grounds, the display, advertisement, or other promotion of any business, company, or organization, which may be in conflict with a current Rotary Club Vendor or preferred Sponsor. Any questions concerning current Rotary Club Sponsors should be directed to the BBQ Fest chairman prior to the event.
- Vendor shall not display, offer for view or sell any illegal or contraband items. The laws of the State of Ohio and the United States federal law shall control. Vendor shall not display, offer for view or sell any items that are unlicensed or copies or interpretations of licensed or registered items at Vendors booth.
- Vendor shall NOT sublet its space NOR sell BEVERAGES of any type, unless given special permission prior to the event, by the Event Chair.
- Vendor acknowledges and understands that it is responsible for sales and use tax required in the State of Ohio and shall in no way hold the Rotary Club or its representatives responsible for any type of permits or licenses other than this booth Vendor agreement. Vendor is responsible for the acts, and all costs associated with, of any and all of its employees and volunteers. No Vendor shall hold itself out as an Agent of the Rotary Club.
- Cancellations Refund Policy No Shows: a 75% refund will be given with a written request if received by May 10 and if the space vacated by Vendor can be filled from an approved waiting list. No refunds will be given for any request received after May 10.
- The Rotary Club makes no representation or guarantees of the number of people attending the BBQ Fest.
- Vendor understands that the Rotary Club has no control over weather, acts of God, acts of terrorism, or governmental intervention, or any other cause beyond the control of the Rotary Club that may prevent, alter or interrupt the BBQ Fest, and Vendor shall hold the Rotary Club harmless from any losses that could arise because of an event of that nature. NO refunds will be issued due to weather.
- The Rotary Club reserves the right to place Vendor in a booth location at the complete discretion of the Rotary Club. The Rotary Club shall have sole and complete authority to place Vendor in any location on the event grounds, irrespective of Vendors request. The Rotary Club makes no representation about and does not, guarantee any volume of “foot-traffic” and BBQ Fest guests in any area of the grounds. The Rotary Club cannot speculate, nor control, the popularity of one area of the BBQ Fest over the other.
- Vendor upon vacating its booth space will ensure that any and all trash or refuse is removed from the booth space and placed in the appropriate trash containers. Failure of Vendors to clean its booth space and space 3 feet in front of its booth may result in the future denial of Vendor participation.
- Vendor certifies that it maintains adequate liability insurance to cover any and all occurrences which may result in the damage to property or injury to any person who may be a patron within the confines of the Vendors booth and in the space 3 feet in front of Vendors booth.
- Personal pets are NOT permitted.

## HOLD HARMLESS AGREEMENT

Festival participants (defined as anyone participating in the Buckeye BBQ Fest including volunteers, staff, exhibitors, Sponsors, partners, donors, band members, Vendors and suppliers, and hereinafter referred to as “participant”) release and hold harmless the facility that is being used, sponsors, owners, managers, employees, partners, merchants associations, club members, agents, servants and staff of the Festival, Rotary Club of West Chester/Liberty, Mathewsgroup and The Community Foundation of West Chester/Liberty from all responsibility, personal liability, loss or damage, theft, fire, loss of life, personal injury and/or damage to property that may arise or occur to participant, its or his associates, goods, property or the public and from any conditions whatsoever that may arise while the premises are in use, during event hours or when closed before or after event hours. Entry into the Festival constitutes an agreement that participant and its or his representatives will take no legal action against any of the released parties. We reserve the right to remove any participant whose conduct is not acceptable or who is not complying with this agreement or rules of the event. A RAIN or SHINE event. No refunds will be issued due to inclement weather.

Any modification of this agreement shall be null and void unless said modification is set forth in writing by the said parties. This agreement incorporates all agreements and understandings, either oral or written, between the parties and has excluded any term contemplated prior to the signatures of the parties. This agreement was read, understood and entered into freely, voluntarily and absent of duress by the parties below.

I acknowledge and agree to both the Vendor Terms & Conditions Agreement and the Hold Harmless Agreement above.

Vendor Name \_\_\_\_\_  
please print

Contact Name \_\_\_\_\_  
please print

Signature \_\_\_\_\_

Date \_\_\_\_\_