

New Haven Canal Days
INSIDE TENT EXHIBITOR CONTRACT

Please print neatly and firmly when filling out.

Business Name _____ Contact Name _____

Address _____ City _____ State _____ Zip _____

Business Phone (____) _____ Fax (____) _____

Home/Cell Phone (____) _____ E-mail _____

Describe Booth: (List merchandise, foods, etc.) **SAME AS LAST YEAR is not acceptable information!**

For clarification, please feel free to include drawings or pictures of booth space.

Spaces inside the tent are 10x10 for 100.00

I am bringing a canopy, No tent stakes may be installed into the asphalt. Displays may not extend outside the 10' depth of the space.

Water

Yes

The New Haven Festival Committee DOES NOT order tents for vendors. All tents/canopies must comply with Indiana State Fire Codes. The Festival will not be responsible for non-compliance and refunds will not be issued.

(Note: one hookup per vendor)
Water cannot be guaranteed to all vendors, but will be honored on a "first-request" basis.

Electrical Requirements Indicate the number of hook-ups you will need (Example 1, 2, 3) **Do NOT check or "x" on the line**

110v Hook-up # _____ 220v Hookup # _____ Dedicated 30amp # _____ Total Amps # _____

If unsure about needs, please provide a list of electrical appliances to be used.

INSURANCE: (Must be completed to process contract) Insurance must provide a minimum of \$1 million dollars of coverage.

My certificate of Insurance (C of I), listing the **New Haven Festival Committee** as an additional insured, is attached. Please make sure your C of I covers dates of New Haven Canals Days of the current year.

Total Front Footage: _____ Ft. North side of tent @ \$18/ft. = _____ **OR** South side incl. Park @ \$17/ft. = _____

220v/Electric Charge

(\$35.00 each, if applicable) = _____ Dedicated 30amp = _____ **TOTAL ENCLOSED \$ _____**

You keep PAGE 1 AND PAGE 2 OF RULES AND REGULATIONS for your records. Please make checks payable to the New Haven Festival Committee.

Mail: Exhibitor Contract to P O Box 65, New Haven, IN 46774 Attn: Merchant Chairman.

I have read Page 1 and Page 2 of the New Haven Canal Days Exhibitor Agreement and agree to all regulations.

My payment is enclosed. (payments submitted after May 2 must be cashier's check or money order).

My Certificate of Insurance is attached.

I understand that an Acceptance Confirmation will be mailed or emailed. I also understand and agree to contact the Canal Days Festival at 260-602-9618 if I do not receive this confirmation within 2 weeks of mailing my contract to the New Haven Festival Committee.

Upon acceptance of the application, I and my representatives and agents agree to comply with and be bound by all New Haven Festival Committee Exhibitors rules and regulations, which are expressly made a part of this application, and I do also accept full and complete responsibility for all merchandise, property and persons involved in my participation in or with the New Haven Festival Committee. In consideration of the acceptance of this application, I as an inducement to such acceptance, agree, for myself and my employees, agents, successors and officers, to indemnify and hold the New Haven Festival Committee, Inc., their board members, officers, employees, agents, successors and assigns harmless of and from any and all liability, claims, actions, demands, damages and expenses, including, without limitations, reasonable attorney's fees incurred by or on behalf of any of them, arising out of injury or damage of any kind, to persons or property, in any way connected with my participation in or with the New Haven Festival Committee, Inc./New Haven Canal Days Festival.

Date _____ Authorized Signature _____

EXHIBITOR AGREEMENT: Rules & Regulations

1. This Agreement is for Exhibitor (Merchant) vendors. Arts & Craft vendors should request a separate application.
2. **REVOCAION OF AGREEMENT:** The New Haven Festival Committee, Inc. may revoke this Agreement at any time, for any reason and Vendor's damages will be limited to refund of the fee paid. Non-compliance with the rules as outlined in this Agreement or in further written notices or in oral instruction from an authorized official of the New Haven Festival Committee, Inc. will result in removal of vendor with no refund.
3. **INSURANCE:** All vendors must submit to the New Haven Festival Committee. A Certificate of Insurance naming the NHFC as additional insured. All Certificates of Insurance must be current and valid for the dates covering New Haven Canal Days. Insurance must provide a minimum of \$1 million dollars of coverage. The New Haven Festival Committee will not provide the option to purchase insurance this year. It is your responsibility to make sure a current copy of your C of I is turned in WITH the original signed contract accompanied by payment in full.
4. **BOARD OF HEALTH PERMITS:** All food vendors will be required to register with the Allen County Board of Health and obtain a food permit. It will be the responsibility of the vendor to satisfy all Allen County Board of Health requirements. The New Haven Festival Committee is not responsible for vendors who do not obtain proper permits and no refunds will be issued if permits are not obtained or are denied. Contact: Allen County Board of Health, 200 E Berry Street, Suite 360, Fort Wayne, IN, 46802 (260/449-7561). Smoking is NOT permitted inside any New Haven Canal Days tent.
5. **BEVERAGES:** All vendors booking through the NHFC may sell any brand of carbonated beverage and/or water.
6. **ELECTRIC:** A fee of \$35 will be assessed for EACH dedicated 30amp circuit. A fee of \$35.00 will be assessed for EACH 220v hook-up, payable with this application. All applicants requesting 220v/dedicated 30amp electric must indicate their needs on this Agreement or no later than May 1 of the festival year. 220v hook-ups will not be available unless requested in advance. No exceptions. All direct-wire hookups must be handled by a New Haven Canal Days representative ONLY. Vendors will be furnished one (1) 110v electrical hookup at no charge. All vendors must have acceptable-rated electrical cords. 'Acceptable' will depend upon individual vendor needs.
7. **EQUIPMENT & MANPOWER:** This Agreement is for space only. The NHFC will not supply extension cords, tables or other equipment and will not be responsible for manpower needed to place equipment.
8. **SETUP:** With prior approval, vendors may set up on Tuesday prior to the opening of the Canal Days Festival; however, security will not be provided until Wednesday evening of the festival. All arrangements outside the scope of this Agreement must be approved in advance. Contact the New Haven Festival Committee to obtain approval for early set-up (see #20). **Vendors requiring a vehicle to set a display are required to have their display delivered no later than 3:00pm on Wednesday. Those arriving after 3:00pm and needing a vehicle to set a display may not be allowed to set up.** Vendors not needing a vehicle to deliver their supplies to the tent must be set up by 5:00 p.m. on opening day.
9. **TEAR-DOWN:** No teardowns will be permitted prior to tent closing on Saturday. ALL vendor property MUST be removed on Saturday night no later than 11:00 p.m. Please utilize dumpsters for all trash and do not leave boxes, grease, etc. on the streets, sidewalks or stacked around barrels.
10. **CANCELLATIONS:** Full refunds will be given through May 21 prior to the festival event. Absolutely no refunds after this date or for "no-shows".
11. **FEES:** All vendors South of and in the exhibitor tent and those in Schnelker Park will pay \$17.00 per frontage foot. All vendors from the North end of the exhibitor tent to Lincoln Hwy will pay \$18.00 per frontage foot. Payment due in full with signed Agreement.
12. **BOOTH DIMENSIONS:** Spaces will be 10' deep and front footage will be sold in five-foot increments only. Additional information and/or drawings may accompany this Agreement. Booths are set next to each other. If walk-around space is preferred, please be sure to include extra footage in the size of your requested space. Merchandise cannot extend beyond the length and depth of the contracted booth space.
13. **PLACEMENT:** Placement for vendors is at the discretion of the NHFC. Each application will be reviewed before space assignment is made. Assigned spaces cannot be changed.
14. **CLOSING HOURS:** Booth closing will not be permitted before 9:00 p.m. during the Festival or by notice of festival personnel. All vendors MUST close when the amusement rides are closed.
15. **TRASH:** It is the responsibility of each vendor to clean up around the contracted booth area on a continual basis throughout the duration of the Festival and dispose of trash in dumpsters provided by the New Haven Festival Committee, Inc. Vendors: Please do not stack trash around barrels and on streets at night or at the conclusion of the festival.
16. **SHARING, TRADING OR SELLING:** a contracted booth space is strictly forbidden without approval from the NHATPD/NHFC. No booth may be used for any purpose not stated on this Agreement. Professional games will not be permitted under any circumstances. Operators of charitable raffles or other games of chance must satisfy additional conditions not contained in this Agreement. Gaming events will not be allowed unless approved in writing by the NHATPD/NHFC.
17. **VENDOR PERSONNEL:** are required to be present at the booth during all open hours for exhibitors (inside and outside vendors).
18. **DEADLINE:** All applications are accepted on a FIRST-COME basis, regardless if applicant has participated previously. We ask that all contracts be returned by May 2 for planning purposes.
19. **FIRE CODES:** The NHFC mandates vendor compliance with all Indiana Fire Codes. It is the responsibility of each vendor to know and understand all fire codes, especially as they pertain to tents/canopies. All tents must be fireproof and have manufacturers' documentation. If you have any questions, please contact District Chief Troy Bennigan at (260)493-7500. Refunds will not be made to vendors for failure to comply with these new laws, resulting in rejection by the Fire Marshal.

20. **PAYMENT** in full must accompany this Agreement. *YOUR INSURANCE CERTIFICATE OF INSURANCE MUST BE ENCLOSED: PLEASE NOTE - Make checks for space rental payable to New Haven Festival Committee. Please mail all contracts and checks to: New Haven Festival Committee, P. O. Box 65, New Haven, IN 46774, Attn: Merchant Chairman.* Incomplete contracts will be returned. Questions: Call 260-602-9618. If you call after hours, please leave a detailed message and your call will be returned within 2 business days.

Location of Vendors: The Exhibitor Tent is located on Broadway between Lincoln Highway & Park Avenue. The Canal Eatery Food Tent and Entertainment Stages will be located in Schnelker Park, South of Park Ave.

Attendance: It is estimated that approximately 25,000 attend the New Haven Canal Days Festival each year.

Acceptance of vendor contracts: All applications are accepted on a FIRST-COME BASIS, regardless of previous participation.

VENDOR HOURS FOR: Wed., Thurs., Fri. Open from 5:00 p.m. - 9:00 p.m.
Saturday Open from 12:00 Noon - 9:00 p.m.

PLEASE ADVISE THE CHAIRMAN IF YOU WOULD LIKE TO OPEN AT 6:00PM ON TUESDAY EVENING, (when the amusement rides open). Outside Vendors on the North/South ends of the exhibitor tent will be permitted to open at 6:00pm but MUST close when the amusement rides close. Without advanced approval, you will not be allowed to open on Tuesday. You must get permission prior to June 6.

OTHER IMPORTANT INFO!

VEHICLES @ SET-UP & TEAR-DOWN: Festival volunteers will monitor vehicles in the area very closely during set-up and tear-down. (See #8) Safety issues can arise when vendors arrive late and try to bring their displays in with vehicles. Vendors may not pull any vehicles onto the exhibitor midway area to tear down (including Exhibitor Tent) until the Exhibitor Chairperson has given permission to close the tent. It is very dangerous to have vehicles moving around in the dark with pedestrians in the area. Vehicles entering the park must have prior approval from New Haven Park Department/New Haven Canal Days officials. In the event that it rains, no vehicles will be allowed in the park.

AUTHORIZED VOLUNTEERS: During the festival, authorized festival personnel can be identified by official badges and festival shirts.

DURATION OF LEASE: All vendor spaces are leased for the duration of the festival. Vendors may not tear down and leave prior to closing on Saturday. **Please have your personnel scheduled in advance so your booth is not left unattended during open hours.** If booth is left unattended, the New Haven Festival Committee will not be responsible for any items lost, stolen, damaged or broken

DO NOT STACK BOXES AROUND TRASH BARRELS: Please dispose of them in dumpsters or haul away yourself. Thanks to all those vendors who have taken the time to properly dispose of their boxes and trash in the dumpsters. Our cleanup personnel are all volunteers and they certainly appreciate your assistance with cleanup of individual spaces.

DUPLICATE VENDORS: We limit "like" vendors so festival guests will have a variety of vendors to peruse and shop. Whether you are a direct-sales vendor or a service company obtaining leads through your displays and literature, vendors will be limited and accepted on a first-come basis.

FIRE CODES: The NHFC mandates that all vendors comply with Indiana State Fire Codes. It is the responsibility of each vendor to know and understand all fire codes, especially as they pertain to tents/canopies. All tents must be fireproof and have manufacturer documentation. If you have any questions, please contact District Chief Troy Bennigan at (260)493-7500. Refunds will not be made to vendors for failure to comply with Indiana State Fire Codes, resulting in rejection by the Fire Marshal.

TENT RENTAL: The NHFC will not order tents for outside vendors. It will be the responsibility of vendors bringing their own canopies to make sure all fire codes are met. All canopies and tents must be "anchored".

Thank you for your assistance, understanding and cooperation. With everyone doing their part as preparations for the festival are underway, as well as helping clean up nightly and at the close of Canal Days, all should go smoothly and we will return clean streets to our community.

ALL CHECKS NEED TO BE MADE PAYABLE TO:
THE NEW HAVEN FESTIVAL COMMITTEE.