

CEDAR CHAMBER OF COMMERCE, Inc.

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**2020 CEDAR POLKA FEST
VENDOR BOOTH AGREEMENT**

AGREEMENTS MUST BE RECEIVED NO LATER THAN AUGUST 31, 2020 TO BE CONSIDERED.

This agreement is between the Cedar Chamber of Commerce, Inc. and the Operator named below. Please print legibly.

Name of Business / Organization: _____

Name of Applicant: _____

Address of Applicant: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ E-mail: _____

Description of products / activities. The Cedar Chamber of Commerce, Inc. will be selling beverages (e.g. water, pop, beer, wine & liquor). If the Operator will be selling beverages, the Operator must provide a list of beverages with prices. Food vendors must provide a menu of food items with prices.

Describe space requirements. If necessary, attach additional information.

The following sets forth the terms and conditions whereby the Operator is authorized by the Cedar Chamber of Commerce, Inc. to operate a Business Booth for the purpose of promoting and/or selling represented products at the 2020 Cedar Polka Fest.

TERMS AND CONDITIONS

1. Designated Areas. The Cedar Chamber of Commerce, Inc. will assign booth size and location to all participants based on Operators application and operational needs of the Polka Festival. Operators are responsible for providing their own tables, chairs, canopies, electrical cords and equipment. The Cedar Chamber of Commerce, Inc. only provides the space and is not responsible for lost, stolen or damaged items. All merchandise and signage must be kept within the bounds of the designated area or within an area designated by the Cedar Chamber of Commerce, Inc.

2. Electrical Supply. The Cedar Chamber of Commerce, Inc. will provide one (1) 110 Volt 20 Amp GFCI duplex outlet at no charge. If additional power is needed, please specify below. An additional charge may be applied.

Operator agrees to use only designated receptacles in their pre-approved location. Operator must supply own extension cords. Operator agrees to operate all electrical equipment, including but not limited to lights and attachments, including all wiring in a safe and intelligent manner. The Cedar Chamber of Commerce, Inc. cannot be held responsible for accidents caused by Operator not accurately utilizing this system.

3. Set-up. Set-up may begin at noon on Tuesday September 15, 2020. Booth shall be ready to begin operation by 4:00 pm Thursday September 17, 2020.

4. Hours of Operation.

Thursday, September 17, 2020 5:00 pm to 11:00 pm
Friday, September 18, 2020 5:00 pm to 12:00 am
Saturday, September 19, 2020 1:30 pm to 12:00 am
Sunday, September 20, 2020 12:00 pm to 6:00 pm

5. Departure. Operator shall have all personal belongings and equipment moved off tennis court by noon on Monday September 22, 2020. Operator warrants that the premises shall be left in original condition as upon arrival; this includes picking up trash at and around Operator’s premises.

6. Workers. Operator must provide the Cedar Chamber of Commerce, Inc. with a list of worker’s names and their schedule. All workers must check-in at the main entrance. Workers scheduled for a given day will receive a worker’s bracelet that must be worn at all times. All workers must be sixteen (16) years of age or older. Children cannot be in work areas.

7. Recycling. Polka Fest is a GREEN EVENT. All cutlery, plates cups and to go containers must be compostable. Each operator will be responsible for keeping areas within twenty (20) feet of the designated area clean and making sure waste is disposed of in the proper receptacle.

8. Generators. No generators are allowed.

9. Parking. The Cedar Chamber of Commerce, Inc. will secure sufficient parking for the Operator within a reasonably convenient distance.

10. Health and Fire Department. Regulations of the Health Department and Fire Department must be adhered to by all Cedar Polka Fest participants. Health Department and Fire Department representatives will be in attendance prior to, and during, the Cedar Polka Fest to enforce regulations. Their function is independent of

the Cedar Chamber of Commerce, Inc.

11. Booth Fee. The Operator agrees to pay the Cedar Chamber of Commerce, Inc. fifteen (15%) of gross sales to operate a Business Booth for the purpose of promoting and/or selling represented products at the 2020 Cedar Polka Fest. Operators not selling products agree to pay a flat fee of \$500.00. Unless a prior agreement has been made, all booth fees shall be paid in full within 48 hours of the conclusion of the Polka Fest.

12. Taxes. Operator shall be responsible for the collection and payment of any tax upon the gross receipts as required by Michigan law.

13. Audio and Video Recording. Participation in the Cedar Polka Fest places participants in a position of being photographed and recorded by Cedar Polka Fest visitors and the media. The Cedar Chamber of Commerce, Inc. does not prohibit such activity. We do, however, control commercial use of any photography and recordings, when we are aware of such activity.

14. Security, Health, and Safety. The Cedar Chamber of Commerce, Inc. warrants that there will be adequate security and/or emergency medical responders available if foreseeably necessary. The Cedar Chamber of Commerce, Inc. maintains sufficient personal injury/property insurance to cover foreseeable claims.

15. Indemnification. The Cedar Chamber of Commerce, Inc., its officers, agents or members shall not be held responsible for any loss or damage due to theft, fire, accident or other cause but will use reasonable care to protect the Operator from such loss.

16. Termination Rights. If these terms and conditions are not followed, the Cedar Chamber of Commerce, Inc. reserves the right to impose sanctions or terminate the operation of the Operator at any time during the festival and may result in permanent

exclusion form future Polka Fests.

ACCEPTANCE

The following representatives warrant s/he has authority to sign this agreement and that they have read all regulations governing the Cedar Polka Fest.

Accepted by:

_____ Date: _____

Signature of Applicant

Printed Name of Applicant

The following representatives warrant s/he has authority to sign this agreement on behalf of the Cedar Chamber of Commerce, Inc.

Accepted by:

_____ Date: _____

Pam Novak,
President, Cedar Chamber of Commerce, Inc.

This agreement is not valid until signed by the authorized representative of the Cedar Chamber of Commerce, Inc.