
**Firelands Band Booster's
Arts & Crafts Bazaar
Lease Terms and Conditions**

ARTS & CRAFTS BAZAAR

November 12, 2011

Dear Vendor:

We are extremely pleased that you have expressed an interest in participating in our first annual fall arts and crafts bazaar.

Firelands High School located at 10643 Vermilion Road will be the location for the event. We will do our best to provide you with a comfortable location, free parking, food services, security during the event, and pre-event advertising.

Please read the attached "Lease Terms & Conditions" very carefully. Complete the attached "Lease Application", sign it, and return the application, along with your full lease payment, to the address listed at the bottom of the application.

We will be working hard to make this event a huge success and appreciate your participation.

Sincerely,

**Jane Battig 440-965-5505 lbattig@centurytel.net
Michele Jeffers 440-986-5150 hockeymom1965@yahoo.com**

1. GENERAL INFORMATION:

- 1.1. The sponsor (hereafter referred to as LESSOR) of the *Firelands Band Boosters Arts & Crafts Bazaar* (hereafter referred to as EVENT) is identified as the *Firelands Band Boosters*, and its officers and/or assignees, which are located at 10643 Vermilion Rd., Oberlin, Ohio, 44074.
- 1.2. Vendor/Dealer (hereafter referred to as LESSEE) is defined as any person(s), company, group, or organization that completes and submits a *Lease Application* for the purpose of obtaining space at the EVENT in order to sell products and/or services.
- 1.3. By submitting a *Lease Application* for space at this EVENT, the LESSEE acknowledges receipt and complete understanding of these *Terms & Conditions*. Furthermore, the LESSEE accepts and agrees to be bound by all of the provisions set forth herein.
- 1.4. The EVENT will take place on November 12, 2011 at the Firelands High School located at 10643 Vermilion Rd., Oberlin, Ohio, 44074.
- 1.5. The hours of operation for the general public will be from 9am to 4pm on Saturday, November 12, 2011. On this day, the LESSEE will be allowed to enter the premises at 7am. See the section titled "Setup & Tear Down" for information regarding time to perform your initial setup and final tear down.

2. REGISTRATION:

- 2.1. Spaces are assigned on a "first-come first-serve" basis. It is recommended that you get your application in as early as possible.
- 2.2. LESSOR will accept only *Lease Applications* that are completed in full and accompanied by a check or money order for the total amount of lease fees due. All other applications will be returned and the requested spaces will remain open for lease until secured by LESSEES with proper *Lease Applications*.
- 2.3. Any *Lease Application* that is received after all available spaces have been assigned will be returned to the LESSEE, along with check or money order, and the LESSEE will be placed on a waiting list.
- 2.4. Phone reservations are not accepted.
- 2.5. Confirmation letters will be mailed to all LESSEES approximately two to three weeks prior to the scheduled date of the EVENT. The letter will contain detailed information regarding space location, space number(s), number of tables, and a detailed schedule of hours of set-up and tear-down.
- 2.6. Cancellations received in writing prior to October 29, 2011 will receive a \$25 refund. No refunds of lease fees will be made for cancellations postmarked after October 29, 2011.

- 2.7 LESSEE must indicate the number of people, including themselves, who will be working during the EVENT. The number of workers are limited to 4 at any one time. During the EVENT, the LESSEE and all designated workers must wear ID badges that will be provided by the LESSOR. **LESSEES not wearing an authorized ID badge will not be permitted to enter the premises without paying the general admission fee. ID Badges will be collected at the end of the current EVENT.**
- 2.8 LESSEE must indicate on the *Lease Application* if electricity is required. SOME of the spaces for the EVENT do have electricity available. **LESSEE must provide its own electrical cords which must meet EVENT specifications.** See the section titled "Rental Spaces" for details on cost and electrical specifications/requirements.
- 2.9 Though we will try for a large variety, LESSOR cannot guarantee that another LESSEE during the EVENT will not offer the same or similar merchandise for sale. The LESSOR does reserve the right to limit the number of vendors for certain Name Brands. LESSEES who sell a name brand product must include the name of that brand on the application. If the company that the LESSEE is representing has a clause in their company policies and procedures which limits the number of their vendors in a show, the LESSOR will honor it. However the written copy of the policy should be presented at the time of application.

3 RENTAL SPACES:

3.1 There are two different space sizes available for lease. All spaces are indoors and include one eight-foot display table and two chairs. Space size options and prices are as follows. **(ALL SIZES ARE APPROXIMATE)**

<u>Space Size:</u> <u>(Approximate)</u>	<u>Description:</u>	<u>Cost:</u>
4ft. x 8 ft.	Display Area: Locations provide one 8x 30" two chairs, and ~32 square feet of display space.	\$50.00
4ft. x 16ft.	Medium Display Area: Locations provide one 8' x 30" table, two chairs, and ~44 square feet of display space.	\$100.00

- 3.2 All electrical equipment, cords, and displays must meet local Fire Code safety regulations. It is mandatory that all electrical cords are UL approved. **LESSEE must provide its own duct tape to tape down all electrical cords used.**
- 3.3 LESSEE must keep their displays, and merchandise, within the confines of the leased space. **All aisles must remain unobstructed.** Displays may not infringe upon or block visibility to adjoining spaces.
- 3.4 No burning of candles, incense or any other products will be permitted.
- 3.5 LESSOR reserves the right to determine the acceptability and safety of all displays and configurations.

4 SETUP & TEAR DOWN:

- 4.1 Upon arrival, the LESSEE must first check-in with the "Vendor Coordinator" at the main office area of the building before unloading and beginning set up. LESSEE must identify the number of workers for its exhibit and pick up ID badges. ID badges must be worn at all times while on the premises and to gain entry/reentry without being charged the general admission fee.
- 4.2 **Driving vehicles onto any sidewalks in front of or around the school building at any time is strictly prohibited. Authorization to use the school building and surrounding property for EVENT will be lost if this action occurs.**
- 4.3 LESSEE is responsible for unloading and loading its merchandise. However, band members **may** be available to assist LESSEE. LESSOR, or its designated helpers, cannot be held liable for any lost or broken items. If LESSEE would like to have assistance, inquiry should be made at the main office.
- 4.4 **LESSOR DOES NOT ALLOW METAL WHEELED CARTS IN THE GYMNASIUM. ALL CARTS MUST HAVE TIRES FILLED WITH AIR. THERE ARE NO EXEPTIONS TO THIS RULE. IF THIS PRESENTS A PROBLEM FOR YOU, PLEASED LET US KNOW AND WE ARE HAPPY TO SWITCH YOU TO ANOTHER LOCATION IN THE SCHOOL.**
- 4.5 We do not allow cinder or brick blocks of any type for displays.
- 4.6 The building will be opened on Saturday to the LESSEE at 7am, two hours ahead of general public admission, to allow LESSEE to complete any set up or preparation activities.
- 4.7 **LESSEE cannot begin to tear down or remove its display until 4pm Saturday.** LESSEE will have two hours to complete tear down and removal of merchandise from the building. The building must be cleared by 6:30pm to allow time for cleaning and restoring the building to its original state. If LESSEE requires more time or help, it should notify the main office as soon as possible.

5 SPECIAL EVENTS & SERVICES:

- 5.1 The LESSOR will operate the cafeteria area providing a delicious variety of lunch, desserts, and snack foods throughout the day of the EVENT. Food carts will be circulated throughout the building for the convenience of the LESSEE.
- 5.2 Band booster members will be available to assist LESSEE with relief at its display upon request. Please feel free to ask any booster member, wearing a red booster shirt, for assistance.
- 5.3 There will be a \$50.00 cash drawing at the end of the day for **LESSEES only.** LESSEE names are automatically entered, however the LESSEE must be present to win.

6 RESTRICTIONS, RIGHTS, AND AUTHORITY:

- 6.1 LESSEES or its employees are not permitted to sell any food items without prior authorization from LESSOR.
- 6.2 LESSEES or its employees are not permitted to possess, sell, or distribute in any manner: alcoholic beverages; drugs of any kind; drug paraphernalia; gambling products, tobacco products or sexually explicit materials.
- 6.3 LESSEES or its employees are not permitted to have any "open flame" type of displays, have "live" animals for sale or display, or sell "snappers" or fireworks of any kind.
- 6.4 **There will be no smoking on Firelands Local School District grounds.**
- 6.5 **No subletting or reassignment** of leased space is permitted.
- 6.6 LESSOR reserves the right to decline, or prohibit, any exhibit, or proposed exhibit, which is not suitable to, and in keeping with, the character of the EVENT, as determined by LESSOR.
- 6.7 LESSOR reserves the right to make final and binding decisions pertaining to any and all matters or issues that arise, whether or not expressly covered in this *Terms & Conditions* document, the *Lease Application*, or any other supplied documents. This includes, but is not limited to, any issues that arise regarding spaces and/or tables.

7 INDEMNIFICATION & LIMITATIONS OF LIABILITY:

- 7.1 Neither the LESSOR, nor the Firelands Local School District, are liable for any loss, damage, injury, or theft that occurs to LESSEE, LESSEE's employees, or property from any cause whatsoever, prior, during, or subsequent to the period covered by this contract and/or EVENT.
- 7.2 By executing the *Lease Application*, the LESSEE accepts all of the *Terms & Conditions* contained herein and establishes a legal contract by and between the LESSEE and the LESSOR.
- 7.3 By executing this contract, the LESSEE expressly releases the LESSOR, and its assignees, from, and agrees to indemnify it against any and all claims for loss, damage, or injury.
- 7.4 LESSEE assumes all responsibility arising from any of its sales and agrees to indemnify the LESSOR, its assignees, and the Firelands Local School District from any liability resulting from such sales.

Firelands Band Boosters Arts & Crafts Bazaar Lease Application

Name: _____ E-mail address _____
(PLEASE PRINT)

Business Name: _____ Number of Badges: _____
(PLEASE PRINT)

Address: _____

City: _____ State: _____ Zip: _____

Business Phone: _____ Home Phone: _____

Description of Merchandise: _____

Space Requirements: Please indicate the number and type of space(s) you require below.

4ft. x 8ft. Space: _____ (No. of Spaces) times \$50.00 ea. = \$ _____

4ft. x 16ft. Space: _____ (No. of Spaces) times \$100.00 ea. = \$ _____

Total Due: \$ _____

1. Please "X" One: Use Booster Provided Table Use own Table Use own Display

2. Do you want a hard mail confirmation or e-mail confirmation letter? _____

How did you hear about our bazaar?

Current Vendor/ Dealer Referred by Friend Ad in Newspaper Ohio Arts Council

Please visit our Web site at: www.mfmb.org

Please check the box below and provide your signature if you would like us to release your phone and/or address information to inquiring customers.

I hereby authorize the release of my phone and address information upon customer request.

_____/_____/_____
Signature of Vendor/ Dealer Date:

By affixing signatures below, all parties agree that they have received, read, fully understand, and agree to abide by, all of the terms and conditions associated with this lease agreement.

_____/_____/_____
Signature of Vendor/ Dealer (LESSEE) Date:

_____/_____/_____
Authorized Firelands Band Booster (LESSOR) Date:

**Make Check or Money Order payable to:
Firelands Band Boosters
(Do not mail cash)**

Return this completed Lease Application to:
Jane Battig
12220 Gore-Orphanage Rd.
Wakeman, OH 44889
Email: lbattig@centurytel.net
Or: hockeymom1965@yahoo.com

OFFICIAL USE ONLY

Date Rec'd: _____ Amt. Rec'd: _____ Cash Check: Space No(s): _____