

2018 Moonlight & Mistletoe Festival

Rules & Regulations for Booth Operation

1. Each operator must return the following items:
 - A.) A completed application
 - B.) A signed liability waiver.
 - C.) A check made payable to Franklin Township, with "Booth Rent" written in the memo line, in the applicable amount:

DESCRIPTION	COST
10' x 10' Indoor Booth - Early Registration Price Expires May 1, 2018	\$30.00
10' x 10' Indoor Booth	\$35.00
10' x 10' Outdoor Booth	\$10.00
Food Truck/Trailer	\$50.00
Electricity (per booth)	\$10.00

2. You may send your registration packet in as early as May 1st. Packets should be mailed to:

Franklin Township
P.O. Box 364
Franklin, Ohio 45005
ATTENTION: Moonlight & Mistletoe Registration

3. No refunds will be made after November 15, 2018.
4. We have limited space available and want to ensure the success of our festival for years to come. Therefore, not everyone who applies will be participating. You will be notified via email if you are NOT selected to participate in the festival. Please notify the Office Assistant if you have any questions. Dissatisfaction with a space assignment is not considered grounds for a refund.
5. Booth spaces will be measured and marked by 10am the day of the event. Any vendor whose booth exceeds the assigned space will be asked to modify their booth. Please measure carefully and include walkways. **NO OVER SIZED BOOTHS WILL BE ACCEPTED.**

6. Each operator may bring one vehicle on the grounds for set up and tear down ONLY. All vendor vehicles must be removed from the grounds 30 minutes prior to the opening.

7. All booths must be set up by 11am the day of the festival. Spaces may be released and filled if not checked in by then, with no refund due.

8. All food booths must have a 10 lb fire extinguisher. All extinguishers must have a current inspection tag and unbroken seal. The fire inspector will begin his walk through at 11am the day of the event.

9. No exclusive sales rights or guarantees on location will be granted. The festival committee reserves the right to restrict exhibitors with respect to methods of operation and display materials. Entertainment or music shall not be allowed. The festival committee reserves the right to close any booth found to be disruptive of other planned entertainment, with no refund due. The festival committee has the final authority.

10. Minimal security is provided before, during and after the festival. However, Moonlight & Mistletoe Festival Committee, Franklin Township, and it's agents are not responsible for damage, theft or loss of exhibitor property.

11. Hours of operation are as follows:

Saturday, December 1st 12p.m. - 8p.m.

Set up may begin at 8am and must be completed by 11am.

All booths MUST be open the designated hours of the festival. Booths cannot dismantled until after the close of the festival. If you leave early you will not be invited back.

12. Operators may be banned from this and future events if:

A. Booths are not removed and cleaned up by 11:30pm the last night of the festival.

B. The operator buys a booth for resale.

C. The operator misrepresents the category their booth falls under.

D. The operator misrepresents or changes the items sold.

E. The operator or authorized members conduct is detrimental to the best interest of the festival.

F. The operator or authorized members violate any of the rules and regulations.

13. All booths must be free standing, no stakes or guidelines.

14. No signs are allowed outside of your booth space. Please be respectful to your neighbors.

15. All trash must be bagged and emptied into our dumpster.

16. No beverages may be sold or given away by anyone not registered to sell food

17. No illegal, dangerous or messy merchandise may be sold. I.E. Silly string, knives, guns, fireworks, etc.
18. Booths will not be supplied with electricity. If you need electricity, there is a \$10.00 sur charge and you must mark your application as such. If it is not on you application, you will not have electricity the day of the event. Operators must supply their own extension cords. Generators will not be allowed without the expressed written permission of the festival committee. Operators must supply their own generators.
19. Food vendors must comply with all current health standards, state, county and local laws. Call Warren County Combined Health Department 513-695-2427. Food booths will only be permitted to serve foods listed on the booth application. Operators may be required to alter their menu if there are several duplicates. If this is the case you will be notified by October 30th. Food service permits must be available on request by Warren County Combined Health Department.
20. We ask that each vendor donate a door prize valued at no less than \$15.00 to the festival committee. Your business will be given credit for the prize upon drawing for the prize.
21. All raffles and games of chance must comply with state and local laws and regulations. Contact the Carlisle Police Department to verify that your game is legal.
22. Operators and authorized members may not leave their assigned space to solicit or distribute information. The festival committee reserves the right to remove any person(s) caught doing this, with no refund.
23. Operators guarantee that all information provided in the application for booth space is true and correct.
24. Operators and authorized personnel agree to hold harmless and indemnify the Moonlight & Mistletoe festival committee, Franklin Township and it's agents for any action relating to the event, including but not limited to injury, death, damage or theft. Operators agree to pay any reasonable attorney fees or court costs incurred by Moonlight & Mistletoe festival committee, Franklin Township or it's agents as a result of actions by operators which are covered by this agreement.
25. No grease is to be placed in the trash cans or dumpsters. Operators must take grease with them.
26. Submission of an application indicates Operators agree that they have read and understand the rules and regulations outlined herein and, it is agreed that these rules are part of this contract and no other agreements whether written or verbal, implied or expressed, shall be binding upon the parties unless in writing and signed by the Chairman of the festival committee.

27. All communications will take place via email. It is imperative that you list an email address and check it regularly.

Please mail registration packet, as specified in item 1 of the Rules & Regulations to:

Franklin Township
P.O. Box 364
Franklin, Ohio 45005
ATTENTION: Moonlight & Mistletoe Registration
All lessees must be listed.

Contact Person:

Please print clearly

Lessee Name:

Lessee Name:

Business Name:

Business Phone:

Cell Phone:

Address:

City: _____

State: _____ Zip: _____

Email Address:

Please print clearly

Pursuant to all the Rules & Regulations set forth herein, we, the undersigned desire to reserve space at the Moonlight & Mistletoe Festival to be held in Franklin Township, December 2, 2017.

Signature: _____

Signature: _____

Description of items to be sold: PLEASE PRINT CLEARLY

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ALL ACTIVITIES ASSOCIATED WITH THE FRANKLIN TOWNSHIP THE MOONLIGHT & MISTLETOE FESTIVAL, including by way of example and not limitation, any risks that may arise from negligence of carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property, owned, maintained or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, persona injury, property damage, property theft, or actions of any kind which may hereafter occur
- (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

THE FOLLOWING ENTITIES OR PERSONS: FRANKLIN TOWNSHIP/THE MOONLIGHT & MISTLETOE FESTIVAL and/or his directors, officers, employees, volunteers, representatives, agents and the activity holders, sponsors, and volunteers;

I acknowledge that FRANKLIN TOWNSHIP/THE MOONLIGHT & MISTLETOE FESTIVAL offices volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party of entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present to volunteers. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, & assigns. The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Participant's signature: Date: Participant's name: Age:

Parent/Guardian signature: Date:
(If under 18, Parent/Guardian must sign)