

PHOENIX PRODUCTIONS, LLC

Presents

The 25th Annual

2017 GREAT LAKES MEDIEVAL FAIRE

Supplier Agreement

The Great Lakes Medieval Faire and Phoenix Productions LLC

(Here-in called "the Faire")

And _____

(Here-in called "the Supplier")

Doing Business as _____

(Name to be used on faire signage at the booth)

Address _____

Phone _____ Cell _____

Website _____ E-mail _____

Federal Tax ID# _____

State of Ohio Sales Tax ID# _____

Please understand that this agreement will serve as a contract once accepted.

A \$100 DEPOSIT NEEDS TO BE SUBMITTED WITH THIS AGREEMENT.

Should the applicant not be accepted, this deposit shall be refunded.

All Applicants that are accepted will be credited \$100.00 towards their total booth fee.

*****This application and \$100.00 must be in by February 20, 2017*****

New Applicants can apply without penalty through June 19, 2017.

"Great Lakes Medieval Faire" are the sole property of the Faire, and may not be used by anyone on any merchandise without written consent.

GREAT LAKES MEDIEVAL FAIRE

P.O. Box 376, Rock Creek, Ohio 44084

Phone #: 440-474-4280 Fax #: 440-474-4283 (Good during open season only)

www.medievalfaire.com OR contact@medievalfaire.com

or R. Griffith, Craft Coordinator, text to 440-563-1325 or
firepiper@windstream.net

The Faire and Supplier agree as follows:

- 1) Dates & Times: The Faire opens promptly at 11:00 am. Booths shall be opened and manned by costumed personnel between 11:00 am and 7:00 pm on July 8-9, 15-16, 22-23 29-30, August 5-6, 12-13. All suppliers are expected to participate for the duration of the Faire. "Partial Runs" are strongly discouraged.
- 2) Vehicles: Suppliers understand no vehicles are allowed on the Faire site between the hours of 10:00 am and 7:30 pm. Vehicles are permitted on site only after Faire Personnel open the gates and allow access to Faire Site. Also, no vehicles will be allowed on site in case of inclement weather. No exceptions! Site Passes are required to allow access to the Faire site. Be aware there are one way roads: Please follow directions of flow from entrance to exit.
- 3) Product List: Suppliers understand that only approved crafts and exhibits listed below will be permitted. Any changes or additions must be in writing, and include 3x5" or 4x6" photographs. Any one selling products that have not been approved can be immediately dismissed from the Faire, without compensation. (Please attach additional sheet if needed.) **This must be completed each year detail including photos of product. Please indicate any new additions so they can be juried to be accepted or denied**. Failure to do so will result in that no new products will be no new products will be juried in or permitted to be sold.
- 4) Appearance: Please understand that costuming is required and needs to be Medieval in nature, keeping in accordance with the Faire Dress Code. This includes wearing some form of appropriate headgear. Smoking or the use of cell phones must be done behind scenes and never in front of the patrons. One must agree to comply with the Medieval Beautification Program, which involves landscaping and beautification of the booth location. Gardens and seating are required.
Initials: _____
- 5) Clean-up Fees: Please understand there is a \$50.00 refundable clean-up fee. If during and at the conclusion of the Faire the booth/area is left clean, the deposit will be applied to next year's clean-up fee. Refund checks will be issued if requested in writing, six weeks after the end of the show.
- 6) Taxes and Permits: Suppliers understand filing of all taxes, including local, state, and federal taxes, are the responsibility of the Supplier. Please complete the enclosed form. Any and all permits necessary for operation here at the Faire must be obtained prior to opening and operation.
- 7) Refunds: All fees are due with the signed contract to ensure arrival and maintenance of the conditions of this contract and the rules and regulations. The rules and regulations are part of this contract. No refunds will be issued for "no-shows" or for those who leave mid-run. Cancellations and refund requests must be made in writing. Cancellations received before February 20, 2017 will receive a full refund of the paid balance less a \$50 processing fee. Cancellations received after February 20th, 2017 will be considered "no-shows" and will not receive a refund. Please note that any checks returned with insufficient funds will be charged an additional \$50.00. Please, there are no exceptions.
- 8) Insurance: Suppliers must show proof of insurance. Insurance may be available through the Faire's insurance at the cost of \$100.00 per booth. This insurance coverage is subject to approval. Please understand the Faire will not automatically accept everyone. Please enquire at the office. Include insurance certificate with this contract, the Great Lakes Medieval Faire must be additionally insured on certificate. Insurance certificates are due no later than May 15, 2017. If not postmarked by this date, the Faire will automatically charge \$100.00 fee if accepted.

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- 9) Booth Fee: The 2017 space rental rate for all craft booths is \$600 for all six weekends. All fees are due by February 20, 2017. Any supplier paying in full before August 19, 2016 will receive a \$100.00 discount, making the booth fee \$500.00. Any fees not paid by assigned dates will be subject to a \$100 late fee.

Booth size required: _____

- 10) Applications: All returning applications and deposits are due by February 20, 2017. All contracts and final fees are due by February 20, 2017. New applications will be reviewed and accepted through June 17, 2017.
- 11) Electricity: Anyone requiring electricity will need to pay the required \$75.00 electrical fee. Due to the fact that electricity is limited, please notify us in advance of requirements. Anyone using electricity will need to meet Ashtabula County building codes. Electricity required: _____
- 12) Mowing and Weed Whacking: Suppliers are responsible for mowing and weed whacking their booth space and surrounding space out 15 feet in all directions from their structure where applicable. If you wish to have the Faire weed whack and mow, there is a \$60 fee for the entire run of the show. If you choose to handle your own weed whacking and it is not done prior to Wednesday of each week, you will be charged \$20.00 each time. Inspections will occur on Wednesdays. Request for Faire to Mow/Weed Whack (check here): _____
- 13) Set Up: Please understand that set-up must be completed by 7:00 p.m. on the Thursday prior to the Faire opening. Remember: Media Day is held during the week before Faire opening, and we encourage all to participate. Media Day offers a tremendous opportunity for each and every one of us to draw in more patrons! Enquire at the Faire office for exact date. **No "Easy-Up", or "Easy-Up" style tents or temporary garage style tents will be permitted.** This is for both aesthetics as well as your, (the supplier), protection, as they are prone to failure and collapse with heavy rains or winds.
- 14) Jurying: Suppliers applying for the first time will need to "jury-in" while others who have previously participated will not to be juried. **However, All new products will need to be juried.** All new applications or additional requested products for existing suppliers need to include:
- Photos of products (including pricing)
 - Photos of tent or temporary structure
 - Photos of salespeople in costume
 - Photos of shoppe signs
- No sales of new products may occur without first being approved through jurying and then receiving the written approval of the Craft Coordinator.
- 15) Dismissal From the Faire: Management reserves the right to dismiss anyone from the site without compensation due to improper behavior; including, but not limited to: use of alcohol, illegal drugs, improper behavior, non-compliance with the dress code or the rules and regulation codes. This also includes public smoking and use of cell phones in public view, and non-payment of fees or sale of unapproved products.
- 16) Failure to Operate: The Faire will not be held responsible should it fail to open due to an Act of God or any regulation of any public authority, civic turmoil, condition or war or any such issue. Similarly, should the Faire be forced to close due to inclement weather, no compensation shall be sought from the Faire.

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- 17) Posting of Signs: Absolutely nothing is to be posted on trees, buildings or other property of the Faire without permission from the Faire. To obtain permission to post items or distribute literature, a request must be made in writing and delivered to the Faire office (Monday-Thursday 9:00 a.m.-5 p.m.) before opening day and (Tuesday-Friday) after opening day.
- 18) Medieval Magnificence and Parade: We have made great strides in our beautification program and want to continue to improve the overall appearance of the Faire this year. Your continued cooperation will be greatly appreciated. In addition, please keep your area (which includes your booth and a fifteen foot area around your booth) clean and free of debris and as attractive as possible. Any noncompliance with the above agreement will result in fines of up to \$100.00 per incident. This includes, but is not limited to: lack of participation in the daily parade, landscaping beautification and dress code. Warning will be issued. If the situation is not rectified, penalties will result. Please don't force us to penalize anyone. Let's work together for the benefit and success of everyone.
Initials: _____
- 19) Patron Refunds: Suppliers agree to submit a refund policy that will be followed and adhered to during the duration of and after the Faire. Policy must be submitted with this application. If you do not submit a reasonable refund policy, you will be required to follow the standard refund policy of the Faire, which states that if after all reasonable attempts to satisfy a disappointed patron have met with no success, then ultimately a refund, in the same form as payment was received, is required. Should a dispute arise, the management of the Faire will settle all disputes and the decision shall be final.
- 20) Artisan's Awareness Program: A program has been instituted at the Faire to allow suppliers to showcase their product by doing a daily demonstration on how they create their wares. We offer extraordinary exposure for those who demonstrate. If you are interested in participation in this program, please check here: _____
- 21) Selling a Permanent Structure: Anyone selling their building will need to clear the sale through the Faire Office. The purpose is merely to make us aware of the sale and provide us information to ensure the purchaser can operate in that particular location. If you do not fulfill contractual agreements, care to return, or leave a building vacant, or fail to sell the building to an approved purchaser, six weeks prior to the opening of the present season, you will lose ownership of the structure to the Faire.
- 22) Fire Extinguishers: It is required that all have at least a 2A10BC ABC Fire extinguisher with current certification.
- 23) Booth Maintenance and Appearance: The booth owner agrees to make sure booth is kept up, for aesthetics as well as safety. This includes health and maintenance of trees within 15 feet of your space. If you fail to do this, the Faire will make the necessary repairs and the booth owner will be billed for materials and labor. All minor repairs must be made prior to opening of Faire. Repairs pointed out by the owners or Craft Coordinator must be repaired (1) month prior to opening or the Faire will do repairs and add the charge to the booth rental fee. The booth will not be able to be used until those fees are paid. If fees are not paid or an agreement made prior to opening, ownership of the building will transfer to the Faire.

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24) Fees	Amount	\$ Enclosed
Deposit (due with application Before January 23, 2017)	\$100.00	
Booth Fee Less \$100 if paid in full by		
August 18, 2017	\$600.00	
Area Beautification Fee for flowers(*optional)	\$50.00	
Electricity Fee (if required)	\$75.00	
Weed Whacking/Mowing Fee (full run) Or \$20/occurrence	\$60.00	
Clean-Up Fee (refundable)	\$50.00	
Insurance Fee (if applicable) Certificate or fee must be in our office by February 2, 2017 or a \$100 penalty will be applied.	\$100.00	
Late Fees (if applicable) Applied after February 20, 2017	\$200.00	
		TOTAL_____

Would you be interested in sponsorship or advertising opportunities?_____

Do you plan to demonstrate: (check here) _____

Signature – Supplier Signature	Faire

Date	Date

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Waiver of Liability

The Supplier agrees that the Great Lakes Medieval Faire and Phoenix Productions, LLC will not be responsible in any manner or form for failure of the Faire to open or be inoperable for any reason or cause beyond the control of the Faire. The Supplier will be solely responsible for any and all damages to property or persons of any nature caused by the operation of the owner's shop, and will indemnify and hold the Faire and Phoenix Productions, LLC harmless from any and all claims, debts, or liabilities arising by contract, tort, or otherwise out of operation of the shop, and will defend any lawsuits or claims brought against the Faire by any third party or any nature of form whatsoever as a result of the operation. All personal property, fixtures and other property brought, constructed, or used by or for the benefit of the Supplier, or in the Supplier's possession or control will be at the risk of the Supplier. The Faire and Phoenix Productions, LLC will have no liability for any loss or damage to such property, whether such loss or damage is caused by fire, casualty, weather, or any other cause, including any cause attributable to any act, negligence, or omission of the Faire, or its employees, licensees, tenants, agents or independent contractors. The Faire and Phoenix Productions, LLC will be under no obligation to obtain fire, casualty, public liability insurance, or any other insurance protecting any property or interest of the Supplier. The Supplier will not do anything or suffer anything be done on or in connection with the Faire premises which would result in an increase in the premiums paid by the Faire with respect to any insurance coverage, which would increase the risk of fire or other casualty, or which would make any insurance coverage protecting the Faire unavailable or unenforceable.

Signed _____

Supplier

Date _____

Commitment to Paying Taxes

The Supplier agrees to file all the necessary local, state, and federal taxes from all earnings at the Great Lakes Medieval Faire. Supplier agrees to comply with all tax regulations, including timely payments. The supplier also agrees not to hold the Faire and Phoenix Productions, LLC, liable for any local, state, and federal taxes from income that the Supplier might earn at the Great Lakes Medieval Faire.

Signed _____

Supplier

Date _____

Social Security Number _____

Or Tax Number (must be filled in)

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