

# Commercial Vendors

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## 2010 APPLICATION & CONTRACT FOR COMMERCIAL BOOTH SPACE

**BANANA SPLIT FESTIVAL June 11-12, 2010, JW Denver Williams Memorial Park**

**Booth Fees: (check) \_\_\_\_\_ \$ 200. 00 per 10 x 10 commercial booth space**

**(check) \_\_\_\_\_ \$ 350. 00 per 10 x 20 commercial booth space**

**Exhibitor price includes ONLY: space for your booth, a small sign , and electricity.**

**Exhibitors displaying in the above areas must limit booth design and promotional aids to this area only.**

We recommend to Exhibitors, that any booth accessories include, but not limited to, a canopy, draped table, banner or sign, chairs and at least a 50' electrical cord.

Banana Split Festival and/or the Wilmington AM Rotary/Noon Rotary, reserves the right to reject or prohibit any exhibit or part of an exhibit which, in the opinion of the Festival Committee or Rotary Clubs, is not suitable and in keeping with the character of the Banana Split Festival. (including persons, things, printed matter, souvenirs, catalogs and conduct).

**It also reserves the right to remove any exhibit, which because of noise or other reasons becomes objectionable.**

**No commercial exhibitor may sell any food or beverage.**

**Move-Out: All commercial exhibits must be removed by NOON on Sunday, June 13, 2009**

**Festival Hours: Set up for Commercial Exhibitor 10 a.m. to 3 p.m. on Friday, June 11, 2009**

**Friday 6/11 Festival will open 4 pm to 10 pm (Booth must stay open until 10 pm)**

**Saturday 6/12, Festival will open Noon to 10 pm (Booth must stay open until 10 pm)**

Hold Harmless Clause: The commercial exhibitor assumes the entire responsibility and liability for losses, personal injuries, damages and claims arising out of exhibitor's activities on the JW Denver Memorial Park premises and will indemnify, defend and hold harmless the Banana Split Festival, Banana Split Festival Committee, the Wilmington AM Rotary Club, the Wilmington Noon Rotary Club, the JW Denver Memorial Park and their agents, servants, employees from any and all such losses, injuries, damages and claims.

We hereby make application for commercial booth space, to be used for exhibit at the Banana Split Festival on June 11-12, 2010.

Company Name: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Name of individual(s) attending booth: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Product and/or service to be exhibited: \_\_\_\_\_

The person signing this Application for a commercial booth expressly represents and warrants to the Banana Split Festival Committee, that he/she is authorized by the exhibitor to bind it to the terms and conditions of this Application.

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**To Reserve Your Booth Space: Return the original application with the appropriate payment.**

Payable to the Banana Split Festival 2010 and mailed to:

BSF, c/o Bob Derge, P.O. Box 1002, Wilmington, Ohio 45177. (937) 481-2126

Method of Payment: \_\_\_\_\_ Check for booth \_\_\_\_\_ Money Order for booth

Payment Policy: All commercial exhibitor applications are handled on a first served basis. Applications Will Not be processed without the completed application and the appropriate payment amount. No booth will be held unless the Application has been received with the payment by May 29, 2010.

**CANCELLATION OF CONTRACT: Exhibitor shall have the right to cancel this contract at any time by written notice to the Banana Split Festival. Any commercial booth cancelled prior to May 16, 2009, will receive a full refund of booth fee, minus a \$75 transaction fee. Cancellations made after May 14, 2010, and before May 29, 2010 will receive 40% refund of booth fee. After May 29, 2010 NO REFUND WILL BE MADE. Under all circumstances the Banana Split Festival retains the right to resell any commercial booth space cancelled by Exhibitor.**