

PHOENIX PRODUCTIONS, LLC.

Presents
The 31th Annual

2023 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)

Owner Name _____

Address _____

Phone _____ Cell _____

Website _____ E-mail _____

Federal Tax ID# _____ State of Ohio Sales Tax ID _____

Vehicle Plate # _____ Trailer Plate # _____

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 May 12, 2023*****

New Applicants can apply without penalty through June 17, 2023.

"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 and Marketplace www.medievalfaire.com

PO Box 376, Rock Creek, OH 44084

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

General Questions: contact@medievalfaire.com

Craft Coordinator: GLMFCrafter@gmail.com

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. Anyone 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 with details, including photos of products. 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 accepted. New products must be juried in to be 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.**
****Medieval Beautification:**
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 June 3, 2023, will receive a full refund of the paid balance less a \$50 processing fee. Cancellations received after June 3, 2023 will be considered "no-shows" and will not

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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. Include insurance certificate with this contract, the Great Lakes Medieval Faire must be additionally insured on certificate. Insurance certificates are due no later than June 16, 2023. No supplier will be allowed to participate without proper proof of insurance.
- 9) **Booth Fee:** The 2023 space rental rate for all craft booths is \$875 for all six weekends. All fees are due by Aug 18, 2022. Any fees not paid by assigned dates will be subject to a \$100 late fee. If paid after January 1, 2023 a \$200 late fee will be assigned.

Booth size requested: _____

- 10) **Applications:** All returning applications and deposits are due by Aug 11, 2022. All contracts and final fees are due by August 18, 2022. New applications will be reviewed and accepted through June 18, 2022.
- 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, weed whacking, and trash removal from their booth space and surrounding space out 15 feet in all directions from their structure where applicable. If 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.
- 13) **Set Up:** Please understand that set-up must be completed by 7:00 p.m. on the Thursday prior to the Faire opening. **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 have 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 signsNo sales of new products may occur without first being approved through jurying and then receiving the written approval by 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.
- 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-Wednesday) after opening day.

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- 18) **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.
- 19) **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. A discount of 10% of booth fees will be granted to any vendor that applies for the discount and is accepted as a demonstrating artist.
If you are interested in participation in this program, please check here:_____
- 20) **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, two (2) months prior to the opening of the present season, you will lose ownership of the structure to the Faire.
- 21) **Fire Extinguishers:** It is required that all have at least a 2A10BC ABC Fire extinguisher with current certification.
- 22) **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.
- 23) **Pets in Booth / Sales Area:** Pets may be in your booth / sales area if they do not create a nuisance or an unsafe environment. We require pets to be registered with the office and you must present a copy of current vaccination records. All pets must be leashed or confined. All owners are responsible for cleaning up after their pets and being respectful to others by preventing excessive barking, etc., especially if your booth / sales area is near a stage act.
- 24) **Employees:** The Faire requires a list of all employees to be turned in prior to receiving your vendor packet. A complete list of all employees with license plate numbers must be submitted to the festival prior to the vendor packet being handed out. All participant parking will be located in a designated area. Fence or heavy vehicle parking passes will be reviewed and issued on an individual basis.

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26.) Fee Schedule: (Please circle the appropriate fees and requested discount)

(For New Vendors ONLY)

Deposit (due with application) before May 12, 2023 \$100.00

Booth Fee to be paid by Aug 19, 2022 \$875.00

Late Fees (if applicable) Applied after Aug, 19 2022 \$100.00

Late Fee (If applicable) Applied after Jan 1, 2023 \$200.00

Electricity Fee (if required) \$75.00

Clean-Up Fee (refundable) \$50.00

Insurance Certificate must be in by Friday before opening day or a \$100 penalty will be applied.

Discount for Hand Made Product (min 85% of booth) 10%

Discount for demonstrating artist 10%

Discount for booth paid in full booth fees by Aug 14, 2022 (\$50.00)

(All discounts must be verified and approved by office Discounts are taken

In series and not based on Grand Total)

TOTAL _____

27.) Percentages: (For those who pay percentages)

The percentage is as follows: Services/Goods/Foods/Games/Rides _____%

Would you be interested in sponsorship or advertising opportunities? _____

You can sponsor a parking lot to allow free parking for patrons this year. Contact the office for details.

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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