

9th Annual Wheeling Vintage Raceboat Regatta Aug. 30 - 31, 2014

WHEELING HERITAGE PORT

COMMERCIAL CONCESSIONAIRE APPLICATION and INFORMATION

*The plans for the 9th Annual Wheeling Vintage Raceboat Regatta are underway. Please read the following information carefully, and fill out and return **PAGES 3 and 4** to apply for booth space.*

COMMERCIAL BOOTH SPACE is reserved for those vendors involved in sales of items other than food and drink, political groups and politicians, etc. Fee is \$2.00 per square foot (\$200 minimum) of booth space including awnings and on-street storage. No booth may extend more than 12 feet from the curb in order to comply with fire regulations.

SCHEDULE OF EVENTS (all events FREE and open to the public; schedule subject to change without notice):

Friday August 30

8:00 AM - 5:00 PM, registration of boats; pits open for visitors.

Saturday August 31:

10:00 AM - 5:00 PM, Heats of vintage raceboats on the Ohio River; classic car exhibition; RC airplane exhibition during times when the river must be closed for barge traffic to come through; children's activities including Sea Quest Kids boat building workshops throughout the day.

EVENING: FREE musical entertainment at Heritage Port.

Sunday September 1:

10:00 AM - 5:00 PM, Heats of vintage raceboats on the Ohio River; classic car exhibition; RC airplane exhibition during times when the river must be closed for barge traffic to come through; children's activities including Sea Quest Kids boat building workshops throughout the day.

EACH EXHIBITOR is required to keep at least one attendant at his or her booth during festival hours.

PAYMENT: A deposit of 50% of the total cost of the exhibit space must accompany the returned contract. All space must be paid in full by August 1. Space not paid for by this date will be subject to cancellation and resale by the Regatta Committee. Space reserved after August 1 be paid for in full at the time application is made. Only cash, cashier's checks or money orders will be accepted after August 1. Display space may be cancelled up to August 1 without penalty; however, a cancellation charge equal to one half the price of the space will be made for space cancellation after August 1.

DEFAULT OF OCCUPANCY: Any exhibitor failing to occupy space contracted is obligated to pay the full rental cost of such space. In the event the exhibitor fails to install his display within the time limit set for the opening of the festival, or fails to pay the space rental at the time specified, or fails to comply with any provisions concerning his use of display space, the Regatta Committee shall have the right to take possession of said space and resell same, or any part thereof.

SUBLETTING OF SPACE: The exhibitor agrees not to assign, sublet, or apportion space, or any part thereof allotted to him. No exhibitor will be permitted to display his products or services outside the confines of his assigned booth space in the festival area.

INSTALLATION: Concessionaires and exhibitors may begin setting up at 10:00 A.M. on Friday and must be ready for occupancy no later than 8:00 A.M. on Saturday.

DISMANTLING: Dismantling is only permitted after Regatta closing, approximately 5:00 P.M. on Sunday. The Regatta Committee reserves the right, with no liability whatsoever for damage, spoilage, or loss, to dismantle,

dispose of, store and clear from the premises any display materials, goods, property, or merchandise of an exhibitor who has failed to comply with the above requirement, or to order such work to be done at the sole expense of the exhibitor. No vehicles will be permitted in the festival area until after 5:00 p.m. on the day of closing. This will be strictly enforced.

WATER AND ELECTRICAL: The City of Wheeling will provide water service. Concessionaires are responsible for running their own hose to each outlet. Concessionaires using an excessive amount of water should notify the Regatta Committee so that arrangements can be made to locate the booth near a catch basin. Drain hoses are the responsibility of the leasee. **It is mandatory that all food booths have a water hook-up.**

220 VOLTS – 50 AMP SERVICE: Concessionaires requiring 220 volt – 50 amp service must have a 3-prong male plug for their wiring. Leasee must breakdown this service for distribution within the confines of the booth. 110 volt – 20 amp service is not included with the booths requesting 220 volt – 20 amp service. The concessionaires must use a grounded male plug for connections.

SAFETY, FIRE, HEALTH AND APPLICABLE LAWS: The exhibitor shall assume all responsibility for compliance with local, city, state and federal safety, fire, health and other ordinances and laws regarding installation of and operation of equipment, displays and exhibit materials.

NOISE: Exhibits which include the operation of musical instruments, radios, sound motion picture equipment, public address systems or any other noise-making machine must be operated so that the noise resulting therefrom will not annoy or disturb adjacent exhibitors and their patrons.

OPERATING RESTRICTIONS: No firm or organization not assigned space will be permitted to solicit business within the festival area. This includes flyers. The Regatta Committee reserves the right to restrict displays which, because of noise, methods of operation, materials or for any reason, become objectionable and to prohibit or remove any displays which, in the opinion of the Regatta Committee, detracts from the general character of the Regatta. The serving or distribution of alcoholic beverages by concessionaires in any part of the festival area is strictly forbidden unless specifically permitted. Flyers are not permitted for distribution outside the marked area of booth space.

LIABILITY AND INSURANCE: Every reasonable precaution will be taken by the Regatta Committee to protect property during installation, Regatta weekend, and removal. However, neither the Regatta Committee, service contractors, notary offices, staff members or directors of any of the same, are responsible for the safety of the property of exhibitors from theft or damage by fire, accident, vandalism or other cause. Guards employed by the Regatta Committee are on duty overnight; however, the Regatta Committee cannot be held responsible for the exhibitor's property, whether located at his exhibit or anywhere else inside or outside festival area. Small and especially valuable materials should be safely packed away by the exhibitor during the hours when his exhibit is not manned. If the exhibitor feels that he needs additional protection to cover the hazards involved in the preceding paragraph, then he should take out his own insurance. All property of the exhibitor will remain under his custody and control in transit to, from, and within the confines of the festival area subject to the rules and regulations of the event. **Commercial exhibitors MUST carry appropriate insurance to cover display materials against injury to persons and property of others, and bodily injury protection to cover premises and product related exposures in the amount of \$1,000,000.00 or greater.** This amount of insurance for commercial vendors is mandated by the insurance coverage which the American Power Boat Association requires to hold an event and is not negotiable. **Contracts will not be accepted unless proof of such insurance is submitted with the contract.**

GENERAL: All matters and questions not covered by this Agreement, and interpretations of the Agreement, are subject to the decision of the Regatta Committee. All amendments, additions, or interpretations that may be so made shall be as equally binding on all parties as the original agreement. All booth space will be determined on a first received, first assigned basis. All decisions of booth assignments are made by the Regatta Committee and are FINAL.

By the execution of this agreement, the concessionaire agrees to hold harmless the Regatta from any claims arising out of the physical operations and product related exposure of their booth. By signing the contract, the exhibitor agrees to abide by these rules and regulations and the decision of the Regatta Committee.

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COMMERCIAL CONCESSIONAIRE APPLICATION and INFORMATION

Business Name _____ Contact Person _____

Business Address _____

City _____ State _____ Zip _____ Email _____

Telephone: Business _____ Home _____ Cell _____

Please list ALL items you intend to sell on the reverse side of this sheet. Any item available at the Regatta and not listed will not be permitted for sale.

CALCULATION OF FEES

1. Length of your booth including awnings/storage _____ (A)
2. Width of your booth including awnings/storage _____ (B)
3. Multiply (A) times (B) to arrive at square footage of booth _____ (C)
4. Multiply (C) times \$2.00 fee/square foot to arrive at booth fee (D)
 (minimum fee is \$200)

BOOTH FEE (D) (Minimum fee is \$200)	\$ _____
WATER FEE \$30.00 (MANDATORY for booths preparing food)	\$ _____
ELECTRIC FEE \$20.00 Please check one: _____ 220 volt-50 amp electrical service _____ 110 volt-20 amp electrical service	\$ _____
TOTAL FEES DUE	\$ _____
FEES ENCLOSED	\$ _____
FEES DUE BY AUGUST 1, 2014	\$ _____

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I, _____, agree to abide by the rules, regulations and all decisions of the Regatta Committee.
 Please print name

_____ Date signed _____
 Signature of exhibitor

Please list each item you will be selling in your booth.

Please describe any preference you have on the location of your booth:

****Copy of proof of insurance must be enclosed with this application for application to be considered.****

Any application submitted without proof of insurance will be returned to you and your requested booth space will not be held.

Please mail:

- 1.Application 2.Proof of insurance 3.Vendor Fee**

PLEASE SEND TO:

**TARA WELLS
51149 State Route 556
Clarington, OH 43915**

QUESTIONS?? Please call Tara at 740-338-9886 or Debbie at 304-233-4738.

DATE APPLICATION RECD _____ FEE ENCL _____ INSURANCE ENCL _____