



Vendor 2019 Regulations

I. General Requirements/Provisions

- A. VENDOR acknowledges and agrees that they are not an agent or employee of DUBLIN. DUBLIN and VENDOR are fully independent and non-affiliated entities and nothing in these regulations shall be construed to constitute the relationship between VENDOR with DUBLIN as a partnership, association, master/servant or joint venture.
- B. VENDOR is solely responsible for complying with all federal, state and local laws, including, but not limited to, tax laws. Additionally, VENDOR agrees to comply with any applicable health, safety and/or fire rules and regulations.
- C. No provision contained in these regulations may be changed, modified, or altered except by an instrument approved, in writing, by DUBLIN.
- D. No discrimination for reasons of race, religion, sex, age or country of national origin shall be permitted or authorized by VENDOR.
- E. DUBLIN is the sole and exclusive owner of all rights, title and interest in and to the Dublin Irish Festival logo or City of Dublin logo. No VENDOR is permitted to use the Dublin Irish Festival logo or City of Dublin logo without specific written approval.
- F. Nothing in this document shall be interpreted to confer any exclusive rights including, but not limited, the exclusive right to sell any individual product or service. DUBLIN reserves the right to sell any product and/or have more than one vendor sell the same or similar products or services.
- G. VENDORS and its staff, employees, volunteers, contractors, and agents shall leave the Festival grounds in the condition in which it was provided. This means that VENDORS shall not damage the facilities, buildings, trees, pavement, and other property located on the Festival grounds or other City Property.
- H. VENDOR acknowledges that they have NO right to privacy while on Festival grounds. DUBLIN reserves the right to inspect, at any time and without cause, any vehicle, golf cart, tent, area or space (to specifically include all items, packages, etc.) on Festival Grounds.

II. Set-up/Tear-down/Staffing/Access

- A. DUBLIN shall provide VENDOR access to the Festival grounds during the following times for set-up:
(vendors must check in with a staff person or volunteer before final time each day, but can stay later to continue set-up)

- i. Wednesday 10 a.m. – 4 p.m. **(FOOD VENDORS ONLY)**
- ii. Thursday 9:00 a.m. – 5:30 p.m.
- iii. Friday 8:30 a.m. – 2:00 p.m.

ALL VEHICLES NOT REMAINING ON FESTIVAL GROUNDS MUST BE REMOVED BY 2:30 P.M. FRIDAY

- B. VENDORS must check in with Festival representative before setting up.
- C. VENDORS must be open for service during the following periods:

	<u>Food Vendors:</u>	<u>Marketplace/EI Vendors:</u>	<u>Wee Folk Vendors:</u>
Friday	4:00 p.m. - 11:30 p.m.	4:00 p.m. – 11:00 p.m.	4:00 p.m. – 10:00 p.m.
Saturday	11:00 a.m. - 11:30 p.m.	11:00 a.m. – 11:00 p.m.	11:00 a.m. – 10:00 p.m.
Sunday	11:00 a.m. – 7:30 p.m.	11:00 a.m. – 7:30 p.m.	11:00 a.m. – 7:30 p.m.

D. VENDORS will have access to Festival grounds starting at 8:30 p.m. for tear-down on Sunday

E. All VENDORS and each of their staff, agents or volunteers must wear credentials when working and will need a participant ticket before entering Festival grounds. It is the sole responsibility of each VENDOR to ensure all their employees, staff and/or volunteers have tickets to access Festival grounds for each day of the Festival.

III. Security

VENDOR and/or their staff are solely responsible for the storage of all items and/or products. DUBLIN is NOT responsible for any items and/or products left unattended or unsecured at any time, including, but not limited to, set-up, tear down, suspension of operations or evacuation.

IV. Vehicle Access/Deliveries

A. Vehicles will only be allowed to drive on City property and/or Festival grounds during set-up times listed in section II.A. and at the following times:

- i. Saturday 12:15 a.m. – 1:00 a.m. & 8 a.m. – 10:00 a.m.
- ii. Sunday 12:15 a.m. - 1:00 a.m., 8 a.m. – 9 a.m. & 9 p.m. – 11p.m.
- iii. Monday 7 a.m. – 5 p.m.

B. Vehicles may NOT park, idle, or block roadways at any time. If an unauthorized vehicle is found in violation, the owner will be asked to remove it immediately. Failure to remove a vehicle will result in a parking ticket and the vehicle being towed.

C. All equipment and materials must be removed from City property and/or Festival grounds by 5 p.m. Monday.

D. At DUBLIN's sole discretion, some vehicles for food vendors only (including golf carts) may be permitted to remain on site during the Festival. If an unauthorized vehicle is found on the grounds, the owner will be asked to remove it immediately. Food Vendors only are allowed one vehicle; this does not include a trailer if it is in the serving area. The vehicle is not to be larger than a standard box truck. If permitted, vehicles must be parked and secured so that they are not readily accessible to the patrons and/or guests. In addition, the vehicles must be parked in a manner so as to not impede and/or block access. Failure to remove a vehicle after instructed to remove by Festival staff will result in the vehicle being towed.

E. VENDORS will receive one parking pass per vending location to park in a designated area near the Festival. All other vehicles will need to be parked in Festival general parking.

F. VENDORS are responsible for damages caused by it and its staff, employees, volunteers, contractors, or agents.

G. VENDORS must notify and make prior arrangements with DUBLIN for deliveries of equipment, food or tents.

V. Utility Connections

A. DUBLIN shall provide access to electrical power on Festival grounds.

B. DUBLIN may also provide access to water.

C. DUBLIN may also provide access to use an on-site refrigerated truck. All materials must be removed by 8 a.m. Monday morning from truck or it will be discarded.

D. VENDOR shall be permitted to use only electrical service of the nature and amount as approved by DUBLIN.

E. Overnight power will be provided on Friday and Saturday nights. No overnight power will be provided any other night unless VENDOR is located in an area that is not run on generators. Power will not be provided until Friday at 10 a.m.

F. To prevent unsafe conditions, DUBLIN shall provide an electrical contractor on Festival grounds. No other electrical contractor will be permitted to install electrical facilities at the Festival.

- G. VENDOR may utilize the silver outlet boxes and make "plug-in" connections to same. Under NO CIRCUMSTANCES may VENDOR make any connections to and/or have any contact with the electrical generators on site.
- H. All VENDORS are required to supply 100 foot, three-prong UL listed electrical extension cords approved for outdoor use. Zip cords (two-wire electrical cords used in homes) are not acceptable.
- I. Electrical services are provided solely for the convenience of VENDOR without warranty and/or representations. VENDOR specifically acknowledges and agrees that DUBLIN shall have no liability for any claims whatsoever relating to the provision of electrical power or for any failure to provide electrical power.
- J. Access to water is provided solely for the convenience of VENDOR without warranty and/or representations. VENDOR specifically acknowledges and agrees that DUBLIN shall have no liability for any claims whatsoever relating to the provision of access to water or for any failure to provide access to water.
- K. Refrigeration services are provided solely for the convenience of VENDOR without warranty and/or representations. VENDOR specifically acknowledges and agrees that DUBLIN shall have no liability for any claims whatsoever relating to the provision of refrigeration or for any failure to provide refrigeration.
- L. Wi-Fi is provided solely for the convenience of VENDOR without warranty and/or representations. VENDOR specifically acknowledges and agrees that DUBLIN shall have no liability for any claims whatsoever relating to the provision of access to Wi-Fi or for any failure to provide access to Wi-Fi.

VI. Conduct

- A. VENDOR and its employees, staff, volunteers, contractors, or agents are prohibited from taking any action that would be inconsistent or in violation of any State of Ohio Liquor Permit that DUBLIN or any other party/sponsor may have obtained including, but not limited to, providing their own alcoholic beverages on the Festival grounds.
- B. The Festival is intended to have a family atmosphere and to be appropriate for DUBLIN residents, guests and other visitors. As such, VENDOR and/or its employees, staff, volunteer, contractor or agent shall be prohibited from engaging in any conduct, action, gestures or language that would be inappropriate in such a setting.
- C. DUBLIN reserves the right to request removal of items including pictures, posters, billboards, merchandise and other items used, worn or sold by VENDOR and/or its employees, staff, volunteer, contractor or agent if, in DUBLIN's sole discretion, the material is not appropriate and/or conducive to the family atmosphere of the Festival or violates any rules and/or regulations of DUBLIN or the Festival.

VII. Weapons/Hazardous Materials

- A. VENDORS and its staff, employees, volunteers, contractors, and agents are prohibited from carrying in a concealed manner or otherwise bringing onto Festival grounds any knives, stun guns, tasers or any other item that may be used as a weapon, excluding firearms.
- B. VENDORS and its staff, employees, volunteers, contractors, and agents are prohibited from bringing toxic, poisonous or hazardous substances onto the Festival grounds. DUBLIN, in its sole discretion, shall determine what constitutes a toxic, poisonous or hazardous substance.

VIII. Approval of Vendors

- A. Only pre-approved VENDORS are permitted on Festival grounds. No VENDOR may assign, delegate, share or transfer their right and/or ability to participate in the Festival without prior written approval from DUBLIN.
- B. VENDOR acknowledges that DUBLIN makes no representations and/or warranties regarding anticipated sales or sales opportunities.

IX. Approval of Products

- A. DUBLIN, in its sole discretion, shall have final approval over all products and the prices at which the products are sold.
- B. All products sold by VENDOR must have been included on the original application; any additions must be approved, in writing, before the Festival by DUBLIN. VENDOR is prohibited from selling and/or displaying any item or product that would be inconsistent with the products/items previously approved by DUBLIN.
- C. VENDORS shall have no right to sell any product at the exclusion of other VENDORS or DUBLIN who wish to provide the same or similar products.
- D. Additionally, VENDOR is prohibited from selling any product/item that would be inconsistent with any sponsorship agreement that DUBLIN may have with any third party.
- E. Food VENDORS are not allowed to sell any non-food item unless pre-approved.
- F. No VENDOR may sell soft drinks. Food VENDORS only are permitted to sell water from the Dublin Irish Festival official sponsor at pre-approved prices. No other beverages may be sold by VENDOR unless approved by DUBLIN. No alcoholic beverages may be sold.
- G. Water and ice will be available to purchase from the Festival.
- H. VENDORS that purchase water or ice will receive an invoice from the City of Dublin within 30 days.
- I. The City of Dublin will not accept cash payment during or immediately following the close of festival grounds. All ice and water purchases are final (No Refunds).
- J. Vendor ice and water balance must be settled prior to Dec. 1st before acceptance into the 2020 Festival

X. Vendor Requirements

- A. DUBLIN, in its sole discretion, shall determine the VENDORS location. VENDORS shall accept vending locations as is. DUBLIN may, in its sole discretion, reassign vending locations at any time.
- B. DUBLIN, in its sole discretion, shall have final approval for all signs, menu boards, or other advertising materials displayed at the Festival. In addition, DUBLIN reserves the right to request the removal of any sign or banner if, in DUBLIN's sole discretion, the sign or banner contains illegal, misleading, or other offensive content that is deemed inappropriate and/or not conducive to the family atmosphere of the Festival. Banners must be attached securely to the tent or other structure.
- C. No VENDOR is allowed to set up or sell any products or signage outside of their assigned areas. Nor is any VENDOR allowed to promote and/or advertise outside of their assigned areas.
- D. Festival staff has the right to require for music in a VENDOR area to be turned down or cease any other activity that may interfere or disrupt the Festival.

XI. Trash and Recycling

- a. DUBLIN shall provide food VENDORS with designated recycling and composting bags and/or receptacles.
- b. DUBLIN requires that VENDORS make all efforts to recycle any recyclable materials and compost any food waste.
- c. VENDORS are responsible for breaking down and stacking cardboard and will bag all trash and/or place in proper receptacles.
- d. VENDORS will not leave trash in any walkways or other areas that Festival guests will use. All trash should either be taken to dumpsters or put in locations outside the public areas.

XII. INSURANCE

All VENDORS must provide DUBLIN proof of commercial general liability insurance on an "occurrence" basis with liability limits in the amounts of \$1,000,000.00 per occurrence covering personal injury, bodily injury and property damage; list as additional insured the City of Dublin. VENDORS shall provide DUBLIN proof of such coverage by June 14, 2019. Questions should be directed to City of Dublin Risk Manager, Ron Whittington, 614-410-4411. VENDOR is also responsible for obtaining Certificates of Insurance for any and all subcontractors hired by VENDOR. Additionally,

VENDORS have an ongoing duty to notify DUBLIN of any changes to its insurance coverage up to and through the end of the Festival.

XIII. Cancellation/Suspension of Operation or Evacuation

- A. In the event that DUBLIN or VENDOR cancels the Festival and such cancellation occurs on or before the 60th day prior to the start of the Festival, DUBLIN will refund the full amount of any rent fees previously paid by VENDOR. For cancellations by DUBLIN or for cancellations by VENDORS occurring after the 60th day prior to the start date of the Festival, DUBLIN may, at their sole discretion, refund any rent fees.
- B. DUBLIN, in its sole discretion, may suspend Festival operations or order an evacuation in the event of a weather related situation or any situation that may expose any official, employee, volunteer, resident, or guest to any property damage, bodily injury, death, or civil strife of any kind. In the event that DUBLIN temporarily suspends Festival operations, VENDORS agree to the following:
 - i. VENDOR and its employees, staff, volunteers, agents, contractors shall immediately discontinue sales of products and leave the Festival grounds. Those remaining on Festival grounds assume all liability for personal injury or damage to property resulting from remaining on Festival grounds.
 - ii. DUBLIN will not provide a refund, nor will DUBLIN be responsible for a diminution or loss in revenue, due to a suspension in operation, cancellation or closure.

XIV. Golf Carts

- A. Upon approval of DUBLIN, food VENDORS may rent or bring **one** golf cart onto Festival grounds; the golf cart must be clearly marked with the VENDOR name (subject to DUBLIN'S approval). DUBLIN reserves the right to revoke permission for any golf cart at any time. Once notified that permission has been revoked, VENDOR must immediately remove the golf cart from Festival grounds.
- B. DUBLIN reserves the right to regulate the use of golf carts on Festival grounds and/or prohibit the use of golf carts on or near Festival grounds.
- C. Golf carts may only be used to transport materials/supplies to and from the assigned sales location. Golf carts shall NOT be used for any other purposes including, but not limited to, transporting people, advertising or and other personal uses. When not in use for an approved purpose, golf carts must be parked and/or stored behind the VENDOR area and/or in a location as to not obstruct vehicle and pedestrian movement at the Festival.
- D. VENDORS must be 18 years or older with a valid driver's license to drive a golf cart on Festival grounds.
- E. If the golf cart breaks down, it is the responsibility of VENDOR to have it replaced, fixed, or removed from the Festival grounds. VENDOR is also responsible for supplying gas for golf carts.
- F. VENDOR carts must remain on the golf cart path at all times.

XV. Food Vendor Requirements

- A. Food VENDORS must be in compliance with regulations set forth by the Franklin County Board of Health, Washington Township, and City of Dublin Building Standards. Failure to comply could result in closure of the food area.
- B. Food VENDORS need to supply their own food-grade hose to hook into water sources.
- C. No grey water or grease is to be dumped on City property, Festival grounds or into streams; please use receptacles provided or remove from Festival grounds.
- D. Food VENDORS need to supply their own fire extinguishers and shall maintain at least one operable fire extinguisher at each VENDOR location.
- E. Food VENDORS must post food prices at the front of their areas in a manner visible to patrons of the Festival. Food VENDORS shall notify DUBLIN of its planned food offerings and prices on original application.

- F. The only rental tents permitted to be erected on Festival grounds will be tents obtained from and erected by O'Neil Tents & Party Supplies located at 895 W. Walnut Street, Canal Winchester, Ohio, 614-837-6352. If a tent is necessary and/or desired, VENDOR must contact O'Neil Tents & Party Supplies directly.
- G. VENDORS setting up tents that are larger than 200 sq' (10' x 20' or larger including multiple tents strapped together) must file for a tent permit with City of Dublin Building Standards, 614-410-4670.

XVI. Fine System

In order to ensure regulation compliance, the following fine system has been established. Vendor liaisons will monitor the VENDORS with DUBLIN staff taking action if necessary.

- A. The VENDOR will receive one warning from a Festival representative and will have one hour to remedy any problem and/or violation of these regulations or any rules imposed by DUBLIN.
- B. If the problem or violation is not corrected in a timely manner, the VENDOR will be charged a \$250 fine, which must be paid immediately to a Festival staff member. If payment is not made, the VENDOR will be asked to vacate Festival grounds. Any VENDOR asked to vacate Festival grounds will not be accepted into the 2020 Festival.
- C. Notwithstanding the foregoing, a VENDOR may be immediately removed/ejected from Festival grounds if they cause any situation or condition that may expose DUBLIN, its officials, employees, volunteers, residents, or guests to any property damage, bodily injury, death, or civil strife of any kind. Any VENDOR removed/ejected from Festival grounds will not be accepted into the 2020 Festival.
- D. Any vendor found noncompliance with the regulations stated above may not be accepted in future festivals.