

**CHARLESTOWN FOUNDER'S DAY CELEBRATION  
2011  
FOUNDER'S DAY  
"WE ARE FAMILY"**

**VENDOR GUIDELINES**

**Mail-in Applications must be received by June 1, 2010  
Arts & Crafts/Contact Cathy Mangels – Ph# 502-396-9232  
Flea Market and Food Vendors/Contact Tony Jackson  
Ph# 502-643-3938 or 812-256-3422 Ext. 305  
Committee Chairperson Donna Coomer Ph# 812-256-7126  
Committee Co-Chairperson Ted Little Ph# 812-256-5782**

Our 11<sup>th</sup> Annual Founder's Day Festival has been planned by volunteers from the Charlestown Beautification Committee. This year's festival is a 2 day event with various activities. Vendors will be set up for 2 days beginning Friday, June 24th through Saturday, June 25th, 2010. The festival will be held in Greenway Park. Greenway Park is easily accessible by traveling two blocks west of Market Street (State Road #3) on Main Street to Spring Street. Once on Spring Street, the main entrance to Greenway Park is one block on the right. Activities at the weekend festival include live entertainment, arts and crafts, food, games, amusement rides, business exhibits, a balloon glow, and a spectacular fireworks display. *Fun for the entire family.* Come join us for our celebration.

**Vendor Categories**

*There are 4 vendor categories.* You may register in one or more categories and pay the appropriate entry fee(s), which must accompany your application. Register early in order to make sure your space is reserved. *No refunds after June 1, 2010.* Payment should be made by money order or cashiers check.

**Remit Application and Payment to:  
Charlestown Beautification Committee  
City of Charlestown  
304 Main Cross Street  
Charlestown, Indiana 47111**

**1.) Exhibitors/Arts & Craft/ Flea Market-**Anyone not selling food, or operating an amusement may rent exhibitor space (Ex. Wood crafts, art, business expo, or general merchandise). Include a description of any merchandise that will be sold.

**2.) Amusements-**Anyone operating rides or physical activity entertainment (ex. swing, moonwalk, speed pitch, basketball throw, bull ride, games of skill) must provide a copy of current liability insurance policy with a minimum of \$1,000,000.00 coverage. Please see additional insured language on the sample certificate attached. This policy must be submitted with the application. Include a description and a photo of the activity.

**3.) Commercial Food Vendors-** Anyone, operating a food trailer or tent is required to have a permit to cook or prepare food on site. (Ex. Hot dogs, barbeque, funnel cakes, lemonade, fountain drinks, etc) **For-Profit Food Vendor** – If you handle potentially hazardous food, you

must have a certified food handler. The certified food handler does not have to be present at all times, but someone in charge must be. ***Non-Profit Food Vendor*** – Are exempt from certified food handler requirements. You do need a permit if you have food sales more than 30 days annually, but there is no charge for permit. You must meet all regulations and approval of the Clark County Health Department. For more info on certification, guidelines, eligibility and requirements, please contact Laura at the Clark County Health Department by calling 812-282-7521. Each food vendor is required to attach a menu to the application with the trailer size information or photo. You must provide a copy of current liability insurance policy with a minimum of \$1,000,000.00 coverage. Please see additional insured language on the sample certificate attached.

***4.) Prepackaged Food Sales-*** Vendors selling only chips, candy or canned goods prepackaged by a recognized food processing company, (ex. Frito-lay), need not be licensed or need pre-approval. However, bake sale displays must meet certain Health Department display regulations. You must provide a copy of current liability insurance policy with a minimum of \$1,000,000.00 coverage. Please see additional insured language on the sample certificate attached. Each food vendor is required to attach a menu to the application with the trailer size information or photo.

### **Water and Power**

Electrical power outlets are available on a first reserved-first served basis. Users must supply their own extension cables/cords. Food and amusement trailer vendors should come self-contained, including water tanks and generator back up. Food vendors will have water available but must supply their own hoses.

### **Sales**

All sales are conducted strictly between vendor and buyer. Vendors are required to conduct such sales on an ethical basis. In no way will the Charlestown Beautification Committee and/or the City of Charlestown be held responsible for any transaction nor guarantee sales volume. All products for sale must be approved by the festival. No free food or water may be given away. Minimum charge for drinks must be \$1.00.

### **Garbage & Recycling**

Please keep your area neat and clean. Check your booth space periodically and when you leave at night. There will be a trash dumpster and cans available at the festival. If booth space is not left clean and free of debris at the end of the Festival, vendor must pay a clean-up penalty.

### **Parking**

Two parking spaces are reserved for each vendor. The spaces are normal-size parking spaces and two will accommodate one large truck. Additional parking is available on side streets around the Festival area. There is no parking within the festival areas.

### **Set up Time**

Set up time will be Thursday, June 23, 2011 at 12 noon until 7 p.m. and Friday, June 24, 2011 from 9 a.m. to 2 p.m. Vendors will be able to unload vehicles near the assigned booth area. Vehicles must be removed from the festival area once unloaded.

### **Festival Hours**

Friday, June 24 3:00 pm until 11:30 pm

Saturday, June 25 10:00 am until 11:30 pm

Vendors are required to remain open during festival hours Vendors may not dismantle and/or remove their booths during festival hours. Vendors leaving the festival before it is over may not be invited back the next year.

### **Eligibility**

All vendors are eligible to apply to the festival. Acceptance will be based on appropriateness, product uniqueness, and if the product will enhance the overall experience and quality of the festival. There will be a limit to the number of vendors with the same or similar product.

### **Fire Safety**

After acceptance, all food vendors must have a fire extinguisher at booth site during festival hours. Vendors must adhere to Indiana Fire Code article 32-temporary membrane structures. Indiana fire code article 32 states all tents drops, tops of temporary membrane structures, canopies and awnings must be flame resistant. They must have a permanently affixed label showing trade name and type of flame retardant in an approved manner. Temporary membrane structures, tents and canopies shall not be located within 20 feet of property lines, building's, temporary membrane structures other tents and canopies, parked vehicles or internal combustion engines. For the purpose of determining required distances, support ropes and guy-wires shall be considered as part of the temporary membrane structure, tent or canopy.

**The goal of the CBC Festival is to be 100% compliant with the Health/Safety guidelines. Please help us by doing your part.**

### **Application**

Please read these terms and conditions carefully, and complete the attached application. By signing the application, you are agreeing to these terms and conditions. Applications must be postmarked by June 1, 2011. Applicant must complete and sign application for each booth.

### **Terms and conditions**

1. Vendors are not allowed to "rove" with their merchandise at any time unless they have a permit to do so.
2. No illegal substances such as illicit drugs and/or drug paraphernalia.
3. No animals/pets, this is for the safety of our participants and attendees.
4. No guns or other mechanical weaponry.
5. This is a "rain or shine" event with no rain date scheduled. No refunds will be made due to weather conditions.
6. No alcoholic beverages, loud music, televisions or hawking are allowed within the booth vicinity.
7. All booths must be family friendly.
8. No Fireworks of any kind are permitted. (Ex, firecrackers, smoke bombs, sparklers and/or stink bombs.
9. No Smoking is permitted in the booth and each booth must have at least one 8X10 No Smoking sign posted and must be visible.

## **Applications due June 1, 2011**

Business Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Vendor Type:**

Arts & Crafts Creations

Flea Market

Commercial Foods

Amusements

Pre-Packaged Food Sales

Comments: \_\_\_\_\_

**Organizational Status:**

Private for Profit

Not for profit

Comments: \_\_\_\_\_

**Arts & Crafts Creations Booth Space:**

10' x 10' \$25       10' x 20' \$50

**Flea Market Booth Space:**

10' x 10' \$25       10' x 20' \$50       Push Cart \$25

**For Profit Food Vendors:**

10" x 10" \$125       10" x 20" \$200

**Non-Profit Food Vendors:**

10" x 10" \$50       10" x 20" \$100

**If you need electricity, please specify voltage below.**

110 V       220 V       110 V and 220 V

**Please make checks payable to: Charlestown Beautification Committee**

***The Founder's Day Festival does not issue any refunds for any reason, including rain-outs on either or both days.***

Location:      Were you a 2010 participant?      Yes \_\_\_\_\_      No \_\_\_\_\_

How would you describe the products you have for sale?

**Check-in date and times, along with a receipt and parking pass, will be sent to you the week before the festival.**

By signing this application I agree not to hold the Charlestown Beautification Committee, Founder's Day Festival or its volunteers or the City of Charlestown responsible for any damage or theft which might occur to any of my personal property, my booth and/or sales items during my participation in this festival. I accept responsibility for all individuals working in my booth space. I also understand that any fees for my participation in this event are non-refundable.

**Anyone selling inappropriate items or items in bad taste will be asked to pull that product or leave the festival immediately. This festival is incorporated around family activities including children.**

I, the undersigned, intending to be legally bound, hereby, for myself, my heirs, executors and administrators, waive and release any and all rights and claims for losses and damages I may have against the Charlestown Beautification Committee, Founder's Day Festival and/or the City of Charlestown, and all other parties and their representatives, successors, and assignees for any and all injuries and all claims of damages demands and actions whatsoever which may arise as a result of participation in this festival. I hereby grant full permission to any and all forgoing to use photographs, videotapes or motion pictures of this festival for any purpose related to the festival, future festivals, beneficiary or sponsor.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This year's theme is "WE ARE FAMILY"  
With RED/WHITE/BLUE colored decorations.

**WE ARE ASKING ALL VENDORS TO PLEASE DECORATE  
THEIR BOOTH SPACES WITH A RED, WHITE AND BLUE  
DECORATION.**

**THE COMMITTEE HAS VOTED TO MAKE THE RED, WHITE AND BLUE COLORS THE ONGOING  
COLORS FOR FUTURE FOUNDERS DAYS, THEREFORE YOUR RED, WHITE AND BLUE  
DECORATION WILL BE USABLE IN SUBSEQUENT FOUNDERS DAY FESTIVALS FROM THIS  
POINT FORWARD.**

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID TF FISHE-6	DATE (MM/DD/YYYY) 10/05/05
<b>PRODUCER</b>  <b>H. J. Spier Company, Inc.</b> 5750 Castle Creek Pkwy., #150 Indianapolis IN 46250-4359 Phone: 317-849-8800 Fax: 317-576-5058		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b>  NAME OF PARTICIPANT ADDRESS OF PARTICIPANT		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>Miscellaneous Company</b> INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>

**COVERAGES**

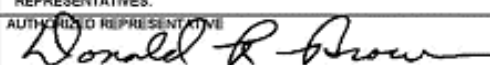
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	POLICY NUMBER	01/01/00	01/01/00	EACH OCCURRENCE \$ <b>1000000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100000</b> MED EXP (Any one person) \$ <b>5000</b> PERSONAL & ADV INJURY \$ <b>1000000</b> GENERAL AGGREGATE \$ <b>2000000</b> PRODUCTS - COMPROP AGG \$ <b>2000000</b>
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	POLICY NUMBER	01/01/00	01/01/00	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>100,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>100,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

SAMPLE CERTIFICATE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Charlestown Beautification Committee, City of Charlestown, Founder's Day Festival, volunteers, and all other parties and their representatives.

<b>CERTIFICATE HOLDER</b>  City of Charlestown Charlestown Beautification Committee 304 Main Cross Street Charlestown, IN 47111	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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