

**Pinconning & Linwood Area Chamber of Commerce
CheeseTown Festival 2024**

VENDOR CONTRACT, REGISTRATION, & LIABILITY WAIVER

The Pinconning & Linwood Area Chamber of Commerce, (hereinafter “Lessor”), of Pinconning, Michigan agrees to lease to (hereinafter “Lessee”):

Lessee/Vendor: _____

First Name: _____ Last _____ M.I. _____

Address: _____ City _____ State: _____

Best Contact Phone Number: _____ I am over 18 years old: __YES __NO

E-mail Address _____

Dates participating: _____ Saturday 6/22/24 (noon to 9 pm)

Will need electrical: _____ Yes _____ No (limited availability)

Will need 2 spaces: _____ Yes _____ No (each space is \$15, total of \$30 for 2 spaces)

The following described space for June 22, 2024:

10’x 10’ Space in Doc Letchfield Park
200 N. Mable St. in Pinconning, Michigan 48650

In consideration of the mutual benefits stated in this contract, Lessor and Lessee agree to the following terms and conditions:

Lessee shall pay \$15.00, to be **submitted along with the signed contract at least 1 week prior to event**. Make check payable to Pinconning & Linwood Area Chamber of Commerce. *PLEASE NOTE:* Less than 1 week in advance or “day of event” cost will be \$35.00 per space.

1. Lessee agrees that Lessor shall retain the entire fee paid, if for whatever reason, Lessee is unable to participate in this event, including, but not limited to, instances of inclement weather. There are **NO Refunds**.
2. Priority in location of leased space shall be given to those Vendors in the order that they **return signed contract with fee including a certificate of liability insurance**.
3. Lessee agrees that this contract is only for the lease of space and that Lessee is acting completely independent of Lessor and not as an employee, partner, or agent of Lessor, and as such assumes all responsibility for withholding taxes, Social Security, state taxes, public liability, and Workers’ Compensation insurance and also assumes responsibility for insurance coverage to, from, and during the CheeseTown Festival and for accident or injury to Lessee, Lessee’s employees or agents and Lessee’s equipment.

4. The following item(s) is (are) to be sold and is (are) the only item(s) authorized for this booth and any additional items must be approved in writing by Lessor:
-
5. **Merchandise/Product:** Promoter/Lessor reserves the right to prohibit the exhibit and/or sale of items that are not in keeping with the family nature of the event. Similarly, no unethical or unlawful practice will be tolerated.
- Literature, merchandise, etc. cannot be sold outside of your booth/concession and may only be given away outside your booth if you receive approval and pay additional required fees.
 - No sound amplification or equipment may be used in your booth unless approved.
 - Each Vendor shall be responsible for the cleanliness of its site and shall remove and properly dispose of all rubbish, trash, and discarded materials.
 - No raffle or drawing is allowed that is not previously approved by Promoter/Lessor, including those where the intent of the Vendor is to make all chances free and without obligation.
 - All persons, companies, or organizations renting booth/concession space do so as an independent contractor and not as an employee or agent of the Festival or its management or Promoter/Lessor herein.
6. Lessor may be able to provide the specified electrical requirements with advance notice from the vendor, but it is not guaranteed. If requested, Lessor will advise vendor if it is not available.
7. **Security:** Lessor assumes no responsibility for the safety and security of Lessee's property and Lessee agrees to hold Lessor harmless. Security is not provided. Do NOT leave small valuables in the park. We have been very fortunate that we have had very little problems, but if it is something that someone can walk away with, please keep it in sight. All exhibitor and vendor booths shall have at least one person in the booth at all times. If you are running a booth alone, please arrange for a neighbor vendor to cover your booth if you need to step away.
8. **Set-up/Tear-down:** Saturday, June 22, 2024, set up by 8:45 a.m. No Vendor or Exhibitor shall exceed the allocated space per booth. Standard frontage will be approximately 10' to 10'. Removal of your booth and supplies must be completed no later than Noon on Sunday, June 23, 2024.
9. **Crafter/Vendor Hours of Operation:** Saturday, June 22 from Noon to 9:00 p.m. We ask that you are set up and open for all daylight hours. If you want to stay open beyond dark, you are free to do so.
10. **Parking:** *No vehicles are allowed in your rental space.* Once unloaded, park your vehicles in designated parking areas. Booth deliveries or tear-down during festival hours can ONLY be made with hand trucks or golf cart-type which are not provided by Lessor. **No vehicles are allowed during festival hours due to safety concerns.**
11. **Waiver & Release Of Liability:** In consideration of my entry acceptance, admission to and/or participation in the 2024 Pinconning CheeseTown Festival and its related events, I for myself and anyone acting on my behalf, release, waive, discharge, covenant not to sue and agree to hold The Pinconning & Linwood Chamber of Commerce or its CheeseTown Festival sponsors, the City of Pinconning, participating clubs, communities and organizations, emergency and support personnel, volunteers and their representative harmless from any and all claims, demands and actions of any and every kind I have, may have or may hereafter accrue against the released parties directly or indirectly

arising out of or relating in any respect to my attending or participating in the CheeseTown Festival and its related events. With submission of this agreement vendor accepts responsibility for any required licenses and to keep them in full force and in effect through the duration of the CheeseTown Festival. Lessor assumes no responsibility for the safety and security of Lessee's property and Lessee agrees to hold Lessor harmless.

12. Lessee agrees that this contract is only for the lease of space and that Lessee is acting completely independent of Lessor and not as an employee, partner, or agent of Lessor, and as such assumes all responsibility for withholding taxes, Social Security, state taxes, public liability, and Workers' Compensation insurance and also assumes responsibility for insurance coverage to, from, and during the CheeseTown Festival and for accident or injury to Lessee, Lessee's employees or agents and Lessee's equipment.
13. In the event any clause(s) of this contract is declared by a court of law to be void and unenforceable, the remaining clauses and terms shall remain in full force and effect.
14. No changes to this contract shall be made unless done in writing and signed by both parties.
15. This contract is subject to the laws of the State of Michigan and the proper venue for any legal actions shall be in Bay County, Michigan.

I HAVE READ THE VENDOR RULES & BOOTH SET UP, THIS AGREEMENT, WAIVER AND RELEASE, AND AGREE TO ACCEPT ITS TERMS.

Pinconning & Linwood Area Chamber of Commerce
ATT: Vendor CTF
PO Box 856
Pinconning, MI 48650
chamber@pinconninglinwood.com
989-252-4617 Linda

Dated:

By:
Its:

LESSEE

Dated:

By:
Its:
Company:
Address:
Phone:

Pinconning & Linwood Area Chamber of Commerce
2024 Pinconning CheeseTown Challenge Race & Festival
Doc Letchfield Park, 200 N. Mable St. (M-13), Pinconning MI

About the Festival:

The CheeseTown Festival is an event sponsored by the Pinconning & Linwood Area Chamber of Commerce. Most of the events are held in Doc Letchfield Park which is located at 301 North Street, Pinconning, MI.

The Festival kicks off on Friday 6/21 at 5:00 p.m. with the Mac & Cheese Dinner Contest and CheeseTown Challenge Race registration at the Pinconning Community Center, located adjacent to Doc Letchfield Park at 200 N. Mable, Pinconning. All other events are located in Doc Letchfield Park.

Saturday 6/22, things get started with the Cheesy Parade at 11:00 a.m. The parade ends at Doc Letchfield Park which is when the activities begin. Activities such as food vendors, crafters, inflatable rides, cornhole and softball tournaments, live music, activities for kids all start about noon. A big part of this event is the CheeseTown Challenge Race which brings in hundreds of participants and their families to the festival. The 2 mile/5 mile race starts at 6:00 p.m. and the finish line for the race is in Doc Letchfield Park. Race awards are presented starting at about 7:30 p.m. The festival wraps up with the Cheesemendous fireworks which begin at dark on Saturday evening.

There are several non-profit organizations that take advantage of the festival to sponsor events and activities to raise money and highlight their community/organization. Local businesses are very supportive and donate goods, money, and time to help make the festival fun for everyone.