

# Pickerington High School North Band Boosters

Band Bazaar

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*Band Bazaar*      *May 21, 2011*

Sponsored by: The Pickerington High School North Band Boosters

Dear Vendor:

We are extremely pleased with your interest in participating in our first annual Band Bazaar. We will hold this event in the Commons area of Pickerington High School North. Our band has enjoyed an outstanding reputation in our community and we aim to extend it to this event.

Pickerington High School North will be the location for this event. It is at the corner of Refugee and Pickerington Roads and is accessible from I-70. We will provide you with a comfortable sized space for your needs, pre-event advertising, free parking and food services. Prior to the bazaar date, we will place numerous event signage throughout the community, place ads in the local newspapers, and request public service announcements for the event from local radio and TV stations.

Please read the attached "*Lease Terms & Conditions*" very carefully. To reserve space, complete the attached "*Lease Application*", sign it, and return the application, along with your full lease payment, to the address listed at the bottom of the application. **Do not send cash.** If you have any questions, please e-mail [PHSN.BandBazaar@gmail.com](mailto:PHSN.BandBazaar@gmail.com).

We look forward to a great event and appreciate your participation.

Sincerely,

Pickerington High School North  
Band Boosters



## Lease Terms and Conditions

### 1. General Information

- 1.1 The sponsor (hereafter referred to as LESSOR) of the Pickerington Band Bazaar (hereafter known as the EVENT) is identified as the Pickerington High School North Band Booster, and its officers and/or assignees, which are located at PO Box 778 Pickerington, Ohio 43147.
- 1.2 Vendor/dealer (hereafter referred to as LESSEE) is defined as any person(s), company, group or organization that completes and submits a *Lease Application* for the purpose of obtaining space at the EVENT in order to sell products and/or services.
- 1.3 By submitting a *Lease Application* for space for this EVENT, the LESSEE acknowledges receipt and complete understanding of the *Terms & Conditions*. Furthermore, the LESSEE accepts and agrees to be bound by all of the provisions set forth herein.
- 1.4 The EVENT will take place on May 21, 2011 at Pickerington High School North located at 7800 Refugee Rd, Pickerington, Ohio 43147.
- 1.5 The hours of operation for the public will be from 9am to 4pm on Saturday May 21, 2011. On this day, the LESSEE will be allowed to enter the premises at 7am on Saturday. See the section titled "Set up & Tear Down" for further information regarding time to perform your initial setup and final tear down.

### Registration:

- 2.1 Spaces are assigned based on order of confirmed registration. It is recommended that you get your application in as early as possible.
- 2.2 LESSOR will accept only *Lease Applications* that are completed in full and accompanied by a check or money order for the total amount of lease fees due. All other applications will be returned and the requested spaces will remain open for lease until secured by LESSEES with proper *Lease Applications*.
- 2.3 Any *Lease Application* that is received after all available spaces have been assigned will be returned to the LESSEE, along with check or money order, and the LESSEE will be placed on a waiting list.
- 2.4 Phone reservations are not accepted.
- 2.5 Confirmation letters will be mailed/emailed to all LESSEES approximately three to four weeks prior to the scheduled day of EVENT. The letter will contain detailed information regarding space location, space number(s), number of tables, and detailed schedule of hours of set-up and tear-down operation.
- 2.6 Cancellations received in writing prior to April 21, 2011 will receive a full refund. No refunds of lease fees will be made for cancellations postmarked after April 21, 2011.
- 2.7 LESSEE must indicate the number of people including themselves, who will be working during the EVENT. The number of workers is limited to 3 at any time. During the EVENT, the LESSEE and all designated workers must wear ID badges that will be provided by the LESSOR. **LESSEES not wearing an authorized ID badge will not be permitted to enter premises without paying the general admission fee.** ID badges will be collected at the end of the EVENT.

## Lease Terms and Conditions

- 2.8 LESSEE must indicate on the *Lease Application* if electricity is required. **LESSEE must provide its own electrical cords which must meet EVENT specifications.** See the section titled “Rental Spaces” for details on the cost and electrical specifications/requirements.
- 2.9 Due to the large number of LESEES participating in the EVENT, LESSOR cannot guarantee that another LESSEE during the EVENT will not offer the same merchandise for sale. The LESSOR does reserve the right to limit the number of vendors for certain Name Brands. LESSEES who sell a certain name brand product must include the name of that brand on the application. If the company that the LESSEE is representing has a clause in their company policies and procedures which limits the number of their vendors in a show, the LESSOR will honor it. However, the written copy of the policy should be presented at the time of application.

### **Rental Spaces:**

- 3.1 There are 3 different spaces available for lease depending on their location in the building and the LESSEE. All spaces are indoors. The 4X8 spaces come with one table and 2 chairs and the 8X8 spaces come with two tables and 2 chairs. Space options and prices are as follows:

<u>Space Size (Approx)</u>	<u>Description</u>	<u>Cost</u>
4ft X 8ft	Locations provide one table and two chairs and one 32 sq ft display space	\$25.00
8ft X 8ft	Locations provide two tables, two chairs and 64 sq ft of display space	\$50.00
4ft X 8ft *Student Only	Locations provide one table, 2 chairs and 32 sq ft of display space to be located with other student spaces.	10% of profit up to \$25 to be put in student's account
Extra Table(s)	Based on the size of space leased, extra table(s) may be rented	\$5.00 per table
Electric Access	Based on availability at location being selected. Restricted to one outlet per LESSEE unless additional capacity is available. <i>LESSEE must provide its own electrical cords, which must be UL approved.</i> LESSOR recommends power strip cords with surge and circuit breaker protectors. LESSEE is also limited to 600 volts of electricity per space. (Note: “Outlet” is defined as one plug-in point of an electrical receptacle.)	\$5.00 per outlet

- 3.2 All electrical equipment, cords, displays must meet local Fire Code regulations. It is mandatory that all electrical cords are UL approved. **LESSEE must provide its own duct tape to tape down all electrical cords used.**
- 3.3 LESSEE must keep their displays and merchandise within the confines of the leased space. **All aisles must remain unobstructed.** Displays may not infringe upon or block visibility to adjoining spaces.
- 3.4 **No burning of candles,** incense or any other products will be permitted.
- 3.5 LESSOR reserves the right to determine the acceptability and safety of all displays and configurations.

## Lease Terms and Conditions

### Setup & Tear Down:

- 4.1 The confirmation letter received from the LESSOR will detail the designated dates and times to set up and tear down displays. The confirmation letter supersedes this document in any situations where the schedule of dates and times in this letter is in conflict with dates and times indicated within this document.
- 4.2 Upon arrival, the LESSEE must first check-in with the vendor coordinator at the main area of the building.
- 4.3 Driving vehicles onto any sidewalks in front of or around the school building at any time is prohibited. Authorization to use the school building and surrounding property for EVENT will be lost if this action occurs.
- 4.4 LESSEE is responsible for unloading and loading its merchandise. However, band members may be available to assist LESSEE. LESSOR, or its designated helpers, cannot be held liable for any lost or broken items. If LESSEE would like to have assistance, inquiry should be made at the main table.
- 4.5 LESSEE cannot begin tear down or remove its display until 4pm Saturday. LESSEE will have two hours to complete tear down and removal of merchandise from the building. The building must be cleared by 6pm.

### Special Events & Services:

- 5.1 The LESSOR will operate the concession area.
- 5.2 Each LESSEE will receive one coupon for a free beverage during the EVENT.

### Restrictions, Rights, & Authority:

- 6.1 LESSEES or its employees are not permitted to sell any food items without prior authorization from LESSOR.
- 6.2 LESSEES or its employers are not permitted to possess, sell, or distribute in any manner: alcoholic beverages; drugs of any kind; drug paraphernalia; guns, weapons, firearms or knives; tobacco products or sexually explicit materials.
- 6.3 LESSEES or its employers are not permitted to have any "open flame" type of displays, have live animals for sale or display, have combustible items for sale or display or sell "snappers" or firework of any kind.
- 6.4 Pickerington City School District policy is that smoking is not permitted anywhere inside or outside on school grounds. Therefore, no smoking will be permitted on Pickerington North High School grounds at any time before, during or after the EVENT.
- 6.5 No subletting or reassignment of leased space is permitted

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- 6.6 LESSOR reserves the right to decline or prohibit any exhibit, or proposed exhibit, which is not suitable to and in keeping with the character of the EVENT, as determined by the LESSOR. LESSOR reserves the right to make final and binding decisions pertaining to any and all matters or issues that arise whether or not expressly covered in this *Terms & Conditions* document, the *Lease Application*, or any other supplied documents. This includes, but is not limited to, any issues that arise regarding spaces and/or tables.

### **Indemnification & Limitations of Liability:**

- 7.1 Neither the LESSOR nor the Pickerington Local School District is liable for any loss, damage, injury or theft that occurs to the LESSEE. LESSEE'S employees or property from any cause whatsoever, prior, during or subsequent the period covered by this contract and/or EVENT.
- 7.2 By executing the *Lease Application*, the LESSEE accepts all of the *Terms & Conditions* contained herein and establishes a legal contract by and between the LESSEE and the LESSOR.
- 7.3 By executing this contract, the LESSEE expressly releases the LESSOR, and its assignees, from and agrees to indemnify it against any and all claims for loss, damage or injury.
- 7.4 LESSEE assumes all responsibility arising from any of its sales and agrees to indemnify the LESSOR, its assignees, and the Pickerington Local School District from any liability resulting from such sales.

Pickerington High School North Band Boosters  
Band Bazaar  
Lease Application



Name: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Business Name: \_\_\_\_\_ No of Badges: \_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
Description of Merchandise: \_\_\_\_\_

**Space Requirements:** Please indicate number and type of space you require

4ft x 8ft space \_\_\_ No. of spaces times \$25 ea = \$ \_\_\_\_\_

8ft x 8ft space \_\_\_ No. of spaces times \$50 ea = \$ \_\_\_\_\_

**Student Spaces Only:**

4ft x 8ft space \_\_\_ No. of spaces = 10% of profit TBD

1. Please list in order which space you would like to reserve: \_\_\_\_\_
2. Please "X" one if needed:  
 Electric  
 Additional tables \_\_\_\_\_

Please visit our website at [www.pickeringtonnorthmusic.org](http://www.pickeringtonnorthmusic.org)

By affixing signatures below, all parties agree that they have received, read and fully understand and agree to abide by all of the terms and conditions associated with this lease agreement.

\_\_\_\_\_  
Signature of Vendor/Dealer (LESSEE) Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized PHSN Band Booster (LESSOR) Date: \_\_\_\_\_

Make Check or money order payable to:  
Pickerington High School North Band Boosters  
(Do not mail cash)

Return completed Lease Application to:  
PHSN Band Boosters  
C/O Band Bazaar  
PO Box 778  
Pickerington, Ohio 43147  
Email: [PHSN.BandBazaar@gmail.com](mailto:PHSN.BandBazaar@gmail.com)

***Official Use Only***

Date Rec'd: \_\_\_\_\_ Amount Rec'd: \_\_\_\_\_ Check \_\_\_ Money Order