



2024 TROTWOOD SMOKE, SIZZLE & SOUNDS
Saturday, September 14, 2024, from 12:00 pm – 7:00 pm
Madison Park - 301 S. Broadway, Trotwood, OH 45426
VENDOR SPACE APPLICATION



Name of Business or Organization: _____

Owner or Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Telephone #: _____ Cell Phone #: _____

Email Address: _____

Space to be used for:

- _____ Food Sales \$100 application fee **(All Food Vendors will need to have the appropriate and valid Montgomery County Vendors License)**
- _____ Non-Food Sales \$75 application fee
- _____ Non-Profit, Area Business or Church Enterprise (No charge)
- _____ Parade ONLY (No charge)

Space Desired: _____ 10' X 10' Area _____ 10' X 20' Area

ALL VENDORS NEED TO SUPPLY ELECTRICITY, TENT, OR CANOPY FOR THEIR ASSIGNED SPACE.

Complete list of items to be sold or promoted:

Deadline for vendor space application and signed contract is Friday, August 9, 2024.

Application and Contract must be submitted together along with fee for vendor space.

Please make check for vendor space out to: **the City of Trotwood**

Please mail application, contract, and check to:

Attn: Charles Wheeler III
 Trotwood Family Reunion
 3035 Olive Road
 Trotwood, OH 45426

Trotwood Representative contact information: chwheeler@trotwood.org or 937.854.7228

Please keep a copy of this application and signed contract for your records.

DEADLINE FOR APPLICATION & CONTRACT IS FRIDAY, AUGUST 9, 2024

2024 TROTWOOD SMOKE, SIZZLE & SOUNDS RULES AND REGULATIONS GOVERNING VENDORS

The 2024 Smoke, Sizzle & Sounds will take place on Saturday, September 14, 2024, from 12:00 pm to 7:00 pm. The location of this event is 301 S. Broadway St. Trotwood, OH 45426 (Madison Park)

All vendors will be provided an assigned space for the event and will not encroach on other assigned vendor spaces. All vendors will report to their assigned spaces by 9:30 am on September 14th to set up their areas and will remove all vehicles by 12:00 pm. Additionally, all vendors will not take down their assigned areas until 7:00 pm and will remove all items and tents/canopies no later than 11:59 pm on Saturday, September 14, 2024. No vehicles will be permitted to assigned spaces until after 7:00 pm or when the area is cleared of citizens. All vendors with assigned spaces must make certain that their areas are free of debris and litter prior to leaving the event.

All rules and regulations referred to herein are made a part of the conditions under which participation in the 2024 Trotwood Smoke, Sizzle & Sounds is granted to vendors.

1. The Trotwood Smoke, Sizzle & Sounds, under the authority of Charles Wheeler III, reserves the right to limit the number of vendors.
2. All vendors shall open no later than 12:00 pm and shall be always staffed during the hours of operation.
3. Vendors agree to supply their own tent or canopy if they wish to have one; the City of Trotwood will not provide tents or canopies to vendors.
4. All items to be sold or distributed must be listed on the Vendor Space Application; no exceptions, please.
5. Vendors agree not to sell any items or conduct business other than that indicated on the Vendor Space Application.
6. Vendors agree to always staff their assigned space during the hours of operation.
7. Vendors agree not to sell weapons of any kind, guns of any kind, knives of any kind, mace, martial arts items, conducted energy weapons (Tasers, stun guns, etc.), handcuffs, fireworks, bang caps, bull whips, silly string, or bomb bags as part of their items offered, or any other weapons not aforementioned.
8. Vendors agree not to sell or display smoking paraphernalia commonly used in narcotic or drug-related activity.
9. Vendors agree not to sell or give live animals as prizes, with the sole exception of goldfish.
10. Vendors agree not to sell or display pins, badges, sweaters, sweatshirts, t-shirts, posters, or any other item with obscene depictions, drug-related emblems, hate-speech related, or anything that can be construed as obscene.
11. Vendors agree not to use noisy instruments or tools for the purpose of attracting attention to their assigned space.
12. Vendors agree not to tear down their assigned spaces prior to the designated time.

Lessee/Vendor agrees:

- To hold harmless the City of Trotwood, Trotwood Smoke, Sizzle & Sounds, Trotwood Family Reunion, and Trotwood Family Reunion Committee from any claims, suits, or other legal actions, for damages arising out of the lease of the assigned vendor space at the event known as the Trotwood Smoke, Sizzle & Sounds.
- All space assigned for this event will be used by the applicant and will not be released or sublet to any other party, or shall be subject to expulsion from the event as a vendor and shall forfeit all fees paid to be a vendor.
- All applicants must comply with applicable rules and regulations and must operate under these rules and regulations.
- It is understood that the vendor may occupy their assigned space on Saturday, September 14, 2024, from 12:00 pm to 7:00 pm, with set up of their space from 9:30 am to 12:00 pm (removal of vehicles by 12:00 pm) and will tear down their space from 7:00 pm to 11:59 pm (removal of vehicles by 11:59 pm). Further, all vendors will make certain that their assigned space is free of debris and litter before vacating the space.
- The vendor understands that electrical access will be at designated locations and on a very limited basis; if electrical service is needed, vendor must stipulate that on the Vendor Space Application in the space supplied, and if available, electrical access will be granted at a charge of \$50 in addition to the application fee.
- The vendor understands that no water access will be supplied to the assigned vendor space.
- The City of Trotwood, Trotwood Smoke, Sizzle & Sounds, and Trotwood Family Reunion, and its designees, agents, and partners shall not be liable in any manner for damages caused to persons, property, materials, stock, or other items whatsoever while said persons, things, or articles are on the grounds of this event.
- The City of Trotwood, Trotwood Smoke, Sizzle & Sounds, and Trotwood Family Reunion, and its designees, agents, and partners shall not be liable for injuries or damages caused by fire from any cause, rain, hail, sleet, storm, high winds, tornadoes, floods, or other disturbances of any kind to any person.
- The vendor is responsible for acts of vandalism, fire, malicious mischief, or theft and will indemnify The City of Trotwood, Trotwood Smoke, Sizzle & Sounds, and Trotwood Family Reunion for any and all responsibility or liability from such loss. Full or partial destruction of the grounds due to negligence of the vendor, his agents, or employees, shall cause said vendor to become liable for the damages suffered.

All tents/canopies and items in assigned spaces must be removed by 11:59 pm on Saturday, September 14, 2024.

In Agreement:

Business or Organization Name

Representative

Date

Smoke, Sizzle & Sounds_____

Representative

Date