

Vendor Application/Agreement



jdl corporation
Presents

SHIPSHEWANA[®]

On the Road

Name: _____ Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ FAX: _____ Cell Phone: _____

In Case of an Emergency:

Contact: _____

Relation: _____

Phone: _____

e-mail: _____

website: _____

Location at Shipshewana, IN: _____

Sales Tax #: _____ State: _____

Products/Merchandise to be sold: _____

Representatives: _____

- A. Complete all pages of this application and submit it along with the total booth fees as a deposit for each show. If the application is not accepted, the deposit will be returned. Written confirmation of reserved booth space will be sent to the vendor if the application is accepted. Booth space will not be reserved unless the total booth fees are paid in advance. There will be a \$35 fee for all checks returned unpaid. Any fees paid for confirmed booth space will be forfeited if the space is canceled by the vendor within 30 days of the show.
- B. A complete list of products must be provided as part of completing this application (attach separate sheet if necessary). JDL Corporation reserves the right to disallow any product(s). All products bearing logos, trademarks, etc. must be authentic and licensed by the appropriate licensing authority. Unlicensed, counterfeit, stolen or otherwise illegal products are prohibited. All goods, wares, displays and any other merchandise is understood to be at the vendor's risk. JDL Corporation, the show sponsor, the facility, their agents and employees are not liable for damage, injury or loss to any person or goods from any cause.
- C. JDL Corporation in its sole discretion, reserves the right to accept or reject any or all applications. This application/agreement is not accepted or executed until written confirmation is received by the vendor. JDL Corporation reserves the right to terminate any agreement with any vendor at any time with or without cause. JDL Corporation shall not be liable for damages of any kind resulting from the rejection of any application or the termination of any agreement with any vendor.

PLEASE INCLUDE PHOTOGRAPHS OF YOUR BOOTH, PRODUCTS AND REPRESENTATIVES IF YOU HAVE NOT PARTICIPATED IN A PREVIOUS SHIPSHEWANA ON THE ROAD SHOW

Vendor Signature: _____ Date: _____

I (vendor) acknowledge that I have read, understand and agree to the terms and conditions of this application/agreement. I (vendor) and my representatives agree to abide by the Shipshewana On The Road Rules and Regulations accompanying this application/agreement.

**KEEP A COPY OF THIS APPLICATION/AGREEMENT FOR YOUR RECORDS
WE ACCEPT VISA, MASTERCARD, AMERICAN EXPRESS AND DISCOVER CREDIT CARDS
RETURN COMPLETED APPLICATION/AGREEMENT, ANY PHOTOGRAPHS & PAYMENTS TO:**

**JDL CORPORATION
Shipshewana On The Road
10740 Three Mile Road
East Leroy, MI 49051**

Phone: (269) 979-8888
Fax: (269) 979-1148
e-mail: jdlcorp@aol.com
website: shipshewanaontheroad.com

SHIPSHEWANA ON THE ROAD RULES & REGULATIONS

1. The vendor will not organize, promote or otherwise participate in any endeavor which directly competes and/or jeopardizes the operation and well-being of the Shipshewana on the Road shows.
2. Subletting of booth space is prohibited.
3. JDL Corporation is solely responsible for the assignment of booth space. JDL Corporation reserves the right to reassign booth space at any time.
4. The vendor will make prior arrangements with JDL Corporation if they are unable to set-up their booth/display during the designated set-up period for the show.
5. The vendor will move their vehicles, vans, trucks, trailers etc. to the designated vendor parking area(s) immediately after unloading during move-in. Vendors will **not** park in any area used for **customer parking** or any fire lane while the show is open to the public.
6. Heavy items must be carried or moved in on wheels so as not to cause permanent scratches or mars to the floors of the facility.
7. The driving of nails, tacks, screws or use of any method of attaching materials to walls, floors or railing of the facility is prohibited.
8. All booths/displays must be set-up and ready for business at least ONE HOUR BEFORE the show opens to the public on the first day of the show. NO move-ins or set-ups will be permitted while the show is open to the public.
9. The vendor will observe the designated show hours and be present in their booth while the show is open to the public.
10. The vendor will confine all sales activities within the limits of their designated booth space. Tables, chairs and display items may not be placed in the aisleway. T.V., radio, stereo, musical instruments and other sound producing items must be kept at a volume which does not disturb other vendors. The vendor must inform and cooperate with neighboring vendors prior to the opening of the show of their intent to use sound producing equipment during the show.
11. The sale of any food or beverage products must be conducted in full compliance of the local health department regulations. Any licenses, permits, fees, etc., necessary for the sale of food or beverage products must be obtained by the vendor. No food or beverage product can be sold which could be considered in competition with the facility's concessions.
12. The vendor will be responsible for the collection, reporting and payment of any and all applicable sales tax as a result of doing business during the show.
13. Smoking is prohibited during the show except in designated smoking areas.
14. Gambling of any sort, liquor, intoxicating beverages, firearms and illegal drugs are prohibited from the premises during the show.
15. NO pets will be allowed in the exhibit area.
16. Booths/displays will NOT be torn down before the show closes to the public on the final day.
17. The vendor will remove all merchandise, products, displays etc. immediately after the show closes on the final day. The vendor will be responsible for the removal and **off-site disposal** of all boxes, cardboard, refuse, rubbish, trash etc. from their booth space. The vendor will assume the cost of removal of any debris/refuse left by the vendor in or around the facility.
18. The vendor will be responsible to replace, repair and otherwise assumes the expense for any defacement and/or damage to the facility caused by the vendor or their representatives.
19. The Shipshewana On The Road Rules and Regulations are subject to the sole interpretation of JDL Corporation and may be modified and/or expanded at its sole discretion.
20. The vendor will not pin, tape, wire, staple, glue, soil, take down or in any other way modify, deface or damage the exhibit draping. Any rearrangement of the exhibit draping will be performed by the show decorator. The vendor will assume the cost to repair, replace and/or clean the exhibit draping as a result of their actions.
21. Violating the Shipshewana On The Road Rules and Regulations may, at the discretion of JDL Corporation, result in fines, immediate expulsion from the show, forfeiture of any fees paid and denial of participation in any future shows.



2010 Spring Shows

SHIP SHEWANA®

On the Road

Vendor _____

#1 SOUTH BEND, IN		Feb. 13 th & 14 th	
QTY.	BOOTH(S) / EQUIP. REQ'D.	TOTAL	
	10' x 10' Booth(s) @ \$140 ea.		Total Fees
	10' x 10' Corner Booth(s) @ \$190 ea.		
	Table(s) @ \$10 ea.		Deposit
	110v Electric Drop (1500 watts max.) @ \$35 ea.		
	Total Fees		Balance Due

#2 BATTLE CREEK, MI		Feb. 20 th & 21 st	
QTY.	BOOTH(S) / EQUIP. REQ'D.	TOTAL	
	10' x 10' Booth(s) @ \$140 ea.		Total Fees
	10' x 10' Corner Booth(s) @ \$190 ea.		
	Table(s) @ \$10 ea.		Deposit
	110v Electric Drop (1500 watts max.) @ \$35 ea.		
	Total Fees		Balance Due

#3 KOKOMO, IN		March 6 th & 7 th	
QTY.	BOOTH(S) / EQUIP. REQ'D.	TOTAL	
	10' x 10' Booth(s) @ \$140 ea.		Total Fees
	10' x 10' Corner Booth(s) @ \$190 ea.		
	Table(s) @ \$10 ea.		Deposit
	110v Electric Drop (1500 watts max.) @ \$35 ea.		
	Total Fees		Balance Due

#4 BIRCH RUN, MI		March 13 th & 14 th	
QTY.	BOOTH(S) / EQUIP. REQ'D.	TOTAL	
	10' x 10' Booth(s) @ \$140 ea.		Total Fees
	10' x 10' Corner Booth(s) @ \$190 ea.		
	Table(s) @ \$10 ea.		Deposit
	110v Electric Drop (1500 watts max.) @ \$35 ea.		
	Total Fees		Balance Due

#5 VALPARAISO, IN		March 20 th & 21 st	
QTY.	BOOTH(S) / EQUIP. REQ'D.	TOTAL	
	10' x 10' or 8' Booth(s) @ \$140 ea.		Total Fees
	10' x 10' or 8' Corner Booth(s) @ \$190 ea.		
	Table(s) @ \$10 ea.		Deposit
	110v Electric Drop (1500 watts max.) @ \$35 ea.		
	Total Fees		Balance Due

#6 MT. PLEASANT, MI		March 27 th & 28 th	
QTY.	BOOTH(S) / EQUIP. REQ'D.	TOTAL	
	10' x 8' Booth(s) @ \$140 ea.		Total Fees
	10' x 8' Corner Booth(s) @ \$190 ea.		
	Table(s) @ \$10 ea.		Deposit
	110v Electric Drop (1500 watts max.) @ \$35 ea.		
	Total Fees		Balance Due

#7 SYLVANIA, OH		April 10 th & 11 th	
QTY.	BOOTH(S) / EQUIP. REQ'D.	TOTAL	
	10' x 10' Booth(s) @ \$140 ea.		Total Fees
	10' x 10' Corner Booth(s) @ \$190 ea.		
	Table(s) @ \$10 ea.		Deposit
	110v Electric Drop (1500 watts max.) @ \$35 ea.		
	Total Fees		Balance Due

#8 BAY CITY, MI		April 17 th & 18 th	
QTY.	BOOTH(S) / EQUIP. REQ'D.	TOTAL	
	10' x 10' Booth(s) @ \$140 ea.		Total Fees
	10' x 10' Corner Booth(s) @ \$190 ea.		
	Table(s) @ \$10 ea.		Deposit
	110v Electric Drop (1500 watts max.) @ \$35 ea.		
	Total Fees		Balance Due

#9 LIMA, OH		April 24 th & 25 th	
QTY.	BOOTH(S) / EQUIP. REQ'D.	TOTAL	
	10' x 10' Booth(s) @ \$140 ea.		Total Fees
	10' x 10' Corner Booth(s) @ \$190 ea.		
	Table(s) @ \$10 ea.		Deposit
	110v Electric Drop (1500 watts max.) @ \$35 ea.		
	Total Fees		Balance Due

Credit Card Authorization Form	
<input type="checkbox"/> VISA <input type="checkbox"/> Mastercard <input type="checkbox"/> Discover <input type="checkbox"/> AmEx	
Card #:	_____
Expiration Date:	_____ 3-Digit Security #: _____
Name On Card:	_____
Street Address:	_____ <small>Please Print</small>
Zip Code:	_____ Amount to be Charged: _____
Signature:	_____

PLEASE READ

Changes to food licensing - see last paragraph

Starting in the Spring of 2009 we changed some of the ways we run our shows. The booth rent and other vendor fees remain the same. However, we could no longer absorb the extra costs generated by the irresponsibilities of some of the vendors so we included the capacity to access fines for violating our rules and regulations.

We all know that parking close to the entrance door is convenient. But it only makes common sense that this space is reserved for the customers. So, vendors cannot park or leave their trailers in any area used for customer parking. We will designate an area for vendor parking away from the customer entrance to the show.

We have spent considerable amounts of money for dumpsters at the shows so vendors could dispose of their trash and empty cardboard boxes. However, very few vendors made the effort to pick up their trash, break down their boxes and throw their debris into the dumpsters. As a result, we paid the facility extra to clean up the mess left by some of the vendors. We're not doing this anymore. Vendors are now responsible to clean up their own booth space after the show. **Vendors must pick up all of their trash including empty boxes and take it with them. If you bring it into the show and you don't sell it, take it out of the show with you.**

There have been some problems with vendors damaging the pipe and drape we put up for the show. There have been instances where signs have been pinned or taped to the drape or the drape has been taken down completely and thrown on the floor. This may not seem like a big thing but it costs money to have the drapes repaired, cleaned and pressed. All signage will be hung by hooks or cords and any modifications that has to be made to the exhibit drape will be done by the show decorator.

As a result of the lead tainted toy problem of 2007, a new consumer protection law went into effect on February 10, 2009. It is called the Consumer Protection Safety Improvement Act of 2008 (CPSIA 2008). The law includes new requirements for lead in children's products, a lower limit for lead in paint and surface coatings, a ban on certain phthalates (a chemical used to make plastics pliable), mandatory third party testing, mandatory tracking labels and product registration cards, whistleblower protection and increased civil penalties. Everything (toys, jewelry, clothing, furniture etc.) new or used that could be used by children under the age of 12 must be certified to meet the requirements of this law. The cost of certification could put a lot of people out of business. The fine for each item not complying is \$100,000. The government has delayed enforcement of this law for a year, however it is still on the books and the retailer (vendor) can still be held responsible.

More government! If a vendor is sampling, making and/or selling a food product (including liquid food supplements) they must obtain a temporary food permit. We have experienced an increased amount of attention being paid to this issue in the past few years. In the State of Michigan, the responsibility for issuing the permits was transferred to the Dept. of Agriculture away from the local Health Departments. Unless the food is actually prepared at the show. During the Fall '09 season a representative from The Dept. of Ag. and or the Health Dept. would come to the show, inspect the booth and issue the permits. The application for the Dept. of Ag. permit (Form FI-107) is available on-line at www.michigan.gov/mda-licensing. In Indiana and Ohio, as far as we know, the permits are still issued by the local county Health Departments. Every county enforces their ordinances differently. **It is imperative that food vendors contact the health department as early as possible to find out the rules and obtain the necessary permits in the county where the show is being held.**