



POLICIES & PROCEDURES

The Ohio City Oktoberfest

Saturday, October 4, 2025

Ohio City Incorporated (OCI / Ohio City Inc) desires to create a fun and safe place for our community. We require all vendors and their employees, contractors, agents, and guests to adhere to our policies and procedures to be a part of the project/events. Ohio City Incorporated may modify or supplement these policies and procedures for the good order, safety, care, and cleanliness of Ohio City Inc and the event space. The policies and procedures may be updated; accepted vendors will be notified of any changes.

EVENT DETAILS:

EVENT HOST: Ohio City Incorporated (Ohio City Inc Or OCI)

EVENT NAME: The 2025 Ohio City Oktoberfest

EVENT DATE: Saturday, October 4, 2025

EVENT TIME: 3PM-8PM

LOCATION: Market Square Park: 2519 Market Ave, Cleveland, OH 44113

CONTACT:

EMAIL: Contact@OhioCity.Org

PHONE: 216.781.3222

COMMUNICATIONS:

Vendors are expected to correspond with Ohio City Inc as needed for successful event operations. This communication can be in-person, via phone or email.

WEATHER:

The Ohio City Oktoberfest is primarily an outdoor event, Rain, or shine, although some indoor venues will be open as well. If the weather becomes a safety risk, the Ohio City Inc team has the right to cancel/postpone/or end the event early. There are no provisions for a vendor, so please come prepared for potential inclement weather. Reimbursement of both payments, due to inclement weather, is not available.



VENDOR FEE: OBJ

The vendor fee is \$150 for 10x10' booth space and \$200 for food truck/trailer and is due at time of acceptance to confirm your booth space.

Please note the merchant service (credit card) fee will be deferred to the vendor if you opt into that payment method.

Please email: Contact@OhioCity.Org or call: 216.781.3222 if you need to make other payment arrangements.

Vendor space can only be guaranteed once the vendor fee is paid in full.

VENDOR COST RESPONSIBILITY:

Vendors are responsible for costs of all labor, materials, equipment, supplies, sales tax, and any other items necessary for their participation in The Ohio City Oktoberfest. Ohio City Inc. will not be held liable for any debt, tax, or assessment accrued by any Vendor in the operation of their services.

REGISTRATION:

All vendors must apply, be accepted, and agree to policies and procedure, have all required licenses and permits, and purchase booth space and pay booth space in full to Ohio City Inc. to be considered a vendor during The Ohio City Oktoberfest.

LOAD-IN / LOAD-OUT:

You will receive additional email communication leading up to the event confirming your load-in time, booth space number, and other day of details.

VENDOR PARKING:

You will receive additional email communication leading up to the event



WIFI:

Wi-Fi will NOT be available on-site, please be prepared. We encourage you to explore the following options:

1. Bring a card device that can do offline transactions
2. Bring a hotspot
3. Have other payment method options

EMERGENCY:

Vendor shall notify Ohio City Inc ASAP if an urgent matter arises. In an emergency, call 911.

PERMITS/LICENSES/TAXES/BUSINESS PRACTICES/OPEN FLAME/GENERATORS:

By agreeing to be a vendor of The Ohio City Oktoberfest, vendors are assuming all responsibility for the permitting and licensing necessary for vending within the City of Cleveland.

The Vendor is responsible to pay all required taxes associated required by law in the city, state, for their specific industry.

Ohio City Inc. is not responsible for fees, fines, etc., for Vendors not obtaining or maintaining proper permits and following city ordinances regarding licensing, health, fire codes, etc. Any required warning based on the industry must be displayed based on laws surrounding products/industry requirements.

Contact the City of Cleveland's Licenses and Permit Department at 216-664-2264 with any questions.

CLEANLINESS:

It is the vendor's responsibility to keep their area clean and free of any trash during and following the event. The space must be returned to its original condition following the event.

Assembling booths must start at 12PM on October 4, and disassembling must be completed by 9PM, including removal of all trash and refuse. You will be charged a \$50.00 clean up fee if your space is not cleaned up and left as you found it.



COVID 19 PROTOCOLS:

All current federal, state, county, and city regulations for Covid 19 must be followed.

VENDOR SPACE:

Vendors will have an area of 10 ft x 10 ft. Booth space will be assigned by the Ohio City Inc. Team. 10' x 10' pop-up tents must have straight legs to not impede on the space of the vendors on either side. If additional space is deemed necessary or available by Ohio City Inc., the vendor may purchase space with pre-approval. Food vendors can add a Flame-Retardant tent upon purchasing their booth space. You must provide your own tent, table, tent weights, generators (if applicable), and other set-up infrastructure. Tent weights are required.

Food Trucks will need to provide dimensions and coordinate with event team.

DISPLAY/MERCHANDISING/BOOTH SET-UP:

All merchandising must be installed with safety as a top priority.

Anchoring or drilling into any area of the event is prohibited. Staking is **NOT** permitted into the lawn, flower beds, or any other landscaping material on event grounds. This includes tents, temporary signage, displays, barriers, or any other similar visual display. The placement and location of tents throughout the event footprint must be approved in advance by Ohio City Inc. and coordinated through Ohio City Inc.

Booth space location changes will not be allowed on the day of the festival.

All entertainment for the event must cease at 8pm.

LOSS/DAMAGE/INJURY:

Ohio City Inc. cannot assume responsibility for any personal injury, damage, theft, or loss of property with the vendor's participation in this event.



MARKETING:

Vendor agrees to permit Ohio City Inc to use vendor name, logo, product description, and photographs for promotional materials and marketing purposes. Vendor further agrees to release all rights or claims in connection with the photo(s)/videotape in which they appear at Ohio City Inc or at Ohio City Inc events.

The photo(s)/videotape, if used, will be for the promotional purpose of marketing future Ohio City Inc events. The vendor waives any right to inspect or approve photo(s)/videotape. All photographs, negatives, and videotapes acquired by Ohio City Inc shall constitute the sole property of Ohio City Inc.

SIGNAGE:

All sign/banner placement must be approved by Ohio City Inc. prior to placement. signs, decorations, and related materials may not be taped, wired, tacked, stapled, nailed, or affixed by cords in any manner, to a permanent structure, trees, or any similar landscaping material without prior written approval.

WALKWAYS:

Pedestrian walkways may not be impeded by tables, chairs, or other equipment that limits the ability of visitors to easily navigate the walkways. Including maintaining ADA compliance.

UTILITIES:

WATER:

Potable water is not readily available and must be provided solely by the vendor.

ELECTRICITY:

Electricity is not provided. If electricity is needed for operations, vendors must reach out to the Ohio City Inc. team to come up with a solution.

CONDUCT:

Ohio City Inc. retains the right to decide if the vendor's conduct is unacceptable/unsafe for a family-friendly public space and will foster a



positive atmosphere. Failure to respect and treat Ohio City Inc employees, other vendors, licensees, customers, contractors, or guests kindly will not be tolerated. If you feel that there is a vendor, licensee, customer, or guest you are unable to serve for any reason, contact Ohio City Inc. team member, or any person so designated, immediately. In case of an emergency, call 911. Detrimental personal conduct includes but is not limited to: Failure to conduct oneself in a friendly and professional manner with other licensees, vendors, customers, or guests, including arguing, fighting, or the use of abusive, threatening, or vulgar language. Interfering with another licensee's/customer's space area. Any act which might endanger the safety, health, or lives of others. The sale, or distribution of narcotics, intoxicants, controlled substances, or prescription drugs, is prohibited.

Additional conduct not permitted:

- Interfering with other vendors / business's sales, products, or space
- Engaging in actual or threatened physical violence or abuse toward another vendor, licensee, customer, or guest
- Any act which might endanger the safety, health, or lives of others
- Bringing personal firearms, weapons, or any other potentially dangerous items not legally allowed
- Insubordination or refusal to follow the directions of the Ohio City Inc. team, or any person so designated, or other disrespectful conduct toward the same
- Sleeping while working in the booth space
- Non-business-related conduct, either verbal or physical, which other vendors, licensees, customers, or guests find offensive, especially conduct of a sexual nature
- Use of obscene or abusive language
- Yelling or acting inappropriately in front of other vendors, customers, or guest
- Abusing of alcohol or the illicit use, possession, sale, conveyance, distribution, or manufacture of illegal drugs, narcotics, intoxicants, controlled substances, or prescription drugs
- Fighting or arguing with another vendor, licensee, customer, or guest.
- Smoking anywhere on event premises
- Theft or causing damages of any kind
- Failure to conduct oneself in a friendly and professional manner with other vendors, licensees, customers, or guests



- Selling or displaying culturally appropriative items or items that portray a culture, ethnicity, gender identity, race, or other defining quality in a derogatory or demeaning way
- Unapproved sharing of space with a vendor who has not been approved in writing by Ohio City Inc.

NO FUTURE OBLIGATIONS TO THE LICENSEE:

Vendor acknowledges that Ohio City Inc. is under no obligation to offer the vendor the opportunity to continue its participation at The Ohio City Oktoberfest following the event.

REPRESENTATION OF CITY GOODS:

The vendor cannot be an Ohio City Inc representative and cannot speak on their behalf.

INSURANCE:

All vendors must have insurance and add Ohio City Incorporated (3308 Lorain Ave, Cleveland, OH 44113) and the City of Cleveland as additionally insured.

CANCELLATION:

Vendors shall notify Ohio City Inc. As soon as possible by email: Contact@OhioCity.org if Vendor need to cancel their scheduled date. Funds have been committed for the Ohio City Oktoberfest, and therefore it is not possible to refund your booth fee, UNLESS the entire event is canceled by Ohio City Inc. Or for any reason outside inclement weather or Force Majeure (Outlined below), in which case a refund will be affected. Vendors must not allow other businesses to take over their space without written approval by Ohio City Inc.

FORCE MAJEURE:

Event hereunder (including the payment of amounts due hereunder) shall be excused during the period and to the extent that such event is rendered impossible,



impracticable, or unduly burdensome due to acts of God, strikes, lockouts, or labor difficulty; governmental requirements; unavailability of parts through normal supply sources; failure of any utility to supply its services for reasons beyond a party's control; explosion, sabotage, accident, riot, or civil commotion; act of war; fire or other casualty; or any other cause beyond the reasonable control of the party whose performance is to be excused.

In the event the spaces and/or premises to be used are unavailable on a particular event date due to construction, partial or total destruction, acts of God, severe inclement weather, or any other similar cause beyond the control of the parties which would make it inadvisable, illegal, or impossible to perform under the terms and conditions of this Contract, both parties retain the right to cancel the service.

In a COVID-19 Emergency, Ohio City Inc. may elect to cancel the scheduled date up to twenty-four (24) hours before the Vendor's scheduled date, and the Rental Amount shall be fully refundable to the Vendor. For purposes of this subsection, "COVID-19 Emergency" means any executive, judicial, legislative, or administrative order, mandate, regulation, injunction, restraining order or initiative issued under the laws of the State of Ohio, County of Cuyahoga, or City of Cleveland which prohibits mass outdoor gatherings or otherwise precludes the event from lawfully occurring at the time and location contracted for herein due to reasons related to the COVID-19 pandemic.

PERMITTED MERCHANDISE:

The vendor may use the assigned Space only for the marketing, promotion, and sales of "Permitted Merchandise," meaning only the products and/or merchandise identified and described by the vendor in the Application and approved by Ohio City Inc. Vendors are not permitted to sell any additional or different merchandise without prior written approval by Ohio City Inc. Ohio City Inc. may require the Vendor to remove any non-permitted merchandise/products at its sole discretion at any time.

ALCOHOL:

No sale of alcoholic beverages shall be permitted, unless in the enclosed Beer Garden area or inside the restaurants/bars with proper licenses.

RETURNS & EXCHANGE POLICY:



All sales are final at The Ohio City Oktoberfest, guests will be referred directly to the vendor and return/exchanges will be at the discretion of each business owner.