

**CELEBRATION OF BLACK ARTS FESTIVAL VENDOR
 AGREEMENT** EMAIL TO: vendors@artsanctuary.org or FAX TO:
 215-232-4088 **SUBMISSION DEADLINE: May 5, 2017**
 STANDARD VENDOR—\$75 | FOOD VENDOR—\$250

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| EVENT DATE | SATURDAY, MAY 13th, 2017 |
| EVENT TIME | 9:00 AM - 5:00 PM |
| EVENT LOAD-IN & REGISTRATION | 7:30 AM - 8:30 AM |
| EVENT LOAD-OUT | 5:00PM-6:00PM |
| EVENT LOCATION | African American Museum in Philadelphia 701 Arch Street, Philadelphia, PA 19106 |

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|--|---|
| Vendor/Business Name | |
| Contact Person(s) | |
| Contact Mailing Address | Street Address: City, State, Zip Code: |
| Contact Telephone | Cell: _____ Other: _____ |
| Contact E-Mail Address | |
| Type of vending items: List and describe all items to be sold | |

| Vendor provides for space | Celebration of Black Arts Festival provides | For Internal Office Use Only |
|--|---|---|
| <ul style="list-style-type: none"> • Cover for Table • Signage for Table and Area • Staff | <ul style="list-style-type: none"> ▪ (1) 6 ft. Table ▪ (2) Chairs | <input type="checkbox"/> PAID \$ _____ Sales Rep: _____ |

Payment Information: Check Enclosed Credit Card: ___ Visa ___ MC ___ Amex ___ Discover

Card Number: _____ Exp. _____ CVV _____

Name as it appears on Card: _____

Billing Street Address: _____

Billing City, State, Zip: _____

VENDOR SIGNATURE (REQUIRED) _____ **Date** _____

By signing above, Vendor agrees to accept all rules, terms, conditions, and operating regulations outlined in the attached Celebration of Black Arts Festival Vendor Agreement. Vendor further understands and agrees that failure to comply with these terms and conditions is grounds for refusing Vendor access to the Festival and under such circumstances, Vendor agrees to forfeit any deposit or other sums paid to secure a space.

Initials: _____

The Celebration of Black Arts Festival VENDOR AGREEMENT: RULES, TERMS, AND CONDITIONS

The Parties to this Agreement are:

Art Sanctuary LLC (hereafter called “The Celebration of Black Arts Festival” and _____ (hereafter called “Vendor”))

Duties of the Celebration of Black Arts Festival

- The Celebration of Black Arts Festival will assign all Vendor spaces after the Vendor’s application is approved and payment has been received. Once assigned, Vendor may not change spaces without prior approval from the Celebration of Black Arts Festival.

Duties of Vendors

- In consideration for the Celebration of Black Arts Festival providing Vendor with the space and opportunity to participate in the Festival, Vendor agrees to comply with the terms, conditions, rules and regulations as set forth herein:
- Vendor shall comply with all applicable governmental regulations (including city, state and federal) in the performance of this Agreement including but not limited to obtaining a Business Privilege License from the Philadelphia Department of Licenses and Inspections. Vendors who have a current Business Privilege License for the year do not need to apply for a temporary Business Privilege License. Vendors should have their license available at their vending location to present to city and festival officials when asked.

INSURANCE REQUIREMENTS and RELEASE

All **FOOD VENDORS** must provide a Certificate of Insurance evidencing commercial general liability insurance for not less than One Million Dollars (\$1,000,000) per occurrence and naming Art Sanctuary as additional insured parties. Vendor further releases Art Sanctuary and the Celebration of Black Arts Festival against any and all claims from bodily injury, death or damage to property which may arise in connection with Vendor’s participation in the Celebration of Black Arts Festival. The Certificate of Insurance must be received prior to set-up at the Festival. All insurance policies shall be issued by companies rated no less than A VII and licensed in the Commonwealth of Pennsylvania. Exhibitor will not be permitted to participate in Expo if documents are not produced. Fees will not be refunded. **Insurance certificates must be faxed (215) 232-4088 or e-mailed to: vendors@artsanctuary.org by Tuesday, May 9th, 2017.**

- Vendor understands and agrees that in the event Vendor does not comply with the terms of this agreement, Vendor will be terminated from participating in the event and will not be issued a refund.

FOOD VENDORS

The Celebration of Black Arts Festival will only allow the following type of licensed food Vendors for this event:

Pre-approved food Vendors: food establishment operators who are mobile or special event food Vendors that have been approved for year-round food vending and have obtained a Retail Food Non-Permanent Location License from the Office of Food Protection. Licensed food establishments must comply with applicable regulations. License approval is specific to the vending unit evaluated and the food menu at the time of evaluation. The “Food Service Operation Eligibility Certificate” provided by this Department indicates this information. The Office of Food Protection will NOT be able to process walk-in applicants seeking approval for a temporary food establishment. If you need additional information or assistance please contact the **Office of Food Protection (215) 685-7405**.

VENDOR LOAD-IN, LOAD OUT, SET-UP, AND REGISTRATION

- Vendor locations will be pre-selected and provided to the Vendor before the event and will not be relocated on the event date.
- The Celebration of Black Arts Festival reserves the right to determine the placements of all festival tables, chairs etc. Locations, i.e., areas where Vendor tables are permitted, will be placed as specified on the festival map. Festival Staff will review placement for all Vendors at 11:30am.
- Vendor locations and equipment will not be permitted on inclined areas or in locations that obstruct walkways.
- An area map with load-in entry points will be provided at least 2 business days prior to the event.
- Vendor Cars and Vehicles may be used for load-in but must be removed after equipment and product is placed.
- Vendor Cars and Vehicles can begin load out after the festival ends at 5pm or after the last performance.
- For safety and insurance liability reasons, the festival area will be closed to the public during load-in.
- Vendors must be as self-sufficient as possible for insurance reasons, Vendors will not be permitted to use motorized carts or vehicles on event sites. All carts and dollies used by Vendors must be manually operated.
- All items must be stored inside the assigned Vendor location during the event. Items must be contained within the boundaries of the Vendor locations and may not obstruct walkways or staircases.
- Merchandise may not be hung from trees, poles, lampposts, electrical wires, fountain structures, booth frames, fences, etc.
- Vendors will be responsible for any damage to property.

- Vendors must register at Vendor Check-in before setting up in their location. Vendors must be on-site, registered, and completely set-up one hour before the scheduled starting time of the event. Vendors will not be admitted on-site or permitted to set-up in a location if they arrive after the registration period has been completed. Refunds will not be given to Vendors who arrive after the load-in time has concluded.
- Vendors must completely cease operations at the scheduled event conclusion time. Vendors who do not cease their activities at the scheduled conclusion time of the event, will have the electrical power disconnected at their vending location and will jeopardize their participation in future events
- Vendors must remove all of their items from premises at the conclusion of the event will not be responsible for any items left at the festival site after the event has concluded.

VENDOR OPERATIONS

- Vendors must be open for sales at the scheduled starting time of the event.
- Vendors must sell and promote their product at their designated booth location only. Vendors will not be permitted to sell items by walking around the festival area or soliciting customers at other festival locations. Vendors found selling items outside their booths and designated areas will be ejected from the festival
- Vendors are responsible for maintaining neat attire and a tidy booth location during the event. Vendor staff should be courteous, friendly, and professional.
- Vendors who leave their booth unattended do so at their own risk. The Celebration of Black Arts Festival will not be responsible for stolen merchandise.
- Festival Vendors will refrain from selling illegal copies and counterfeit designer items including, but not limited to handbags, jewelry, clothing, hats, shoes, perfume, music and films (bootlegs), etc. reserves the right to eject Vendors who sell illegal, counterfeit, and prohibited items.
- Vendors will refrain from selling items with profane and offensive messages, salacious items, and items in salacious packaging.
- Live animals are prohibited from being sold on premises.
- The sale of weapons and ammunition are prohibited on premises.
- Vendors must not interfere with neighboring Vendor operations. Any Vendor who disrupts the event will be ordered to cease their operations and will be ejected from the premises.
- The Celebration of Black Arts Festival of agents and/or employees are not responsible or liable for items or merchandise confiscated and/or revenues or deposits lost as a result of non-compliance with the festival vending rules. Liability and responsibility for items or merchandise confiscated and or revenues or deposits lost lies solely with the Vendor.