# SLATTERY PARK NEIGHBORHOODS ART ON THE AVE CONTRACT

This agreement, made on the \_\_\_\_\_\_day of \_\_\_\_\_2012, by and between the Slattery Park Neighbors Association, hereinafter referred to as "SPNA" and Art on the Ave Vendor hereinafter referred to as "Vendor", sets forth the agreement of the parties relative to the **Art on the Ave**, hereinafter referred to as "event".

#### Section 1 ~ Schedule

- 1. The event will run May 19 from 10:00am to 4:00pm, rain date June 2 on the 900 block of 5<sup>th</sup> Ave SE
- 2. Vendors will be permitted to set up their designated site (to be determined by the SPNA) on May 19 from 8:00 am until 8:30 am.
- 3. No Vendor will be permitted to remove their materials until the event ends at 4:00 pm on May 19 without written authorization from the SPNA.

## Section 2 ~ Costs

- 1. By, (enter date here), Vendors shall pay SPNA \$20 as a vendor fee in order to participate in the event.
- 2. Vendor shall be responsible for all taxes paid on items sold at the event. Neither the SPNA nor event sponsors are responsible for your taxing responsibilities.

### 3. All paid monies are non-refundable.

### Section 3 ~ The Basics

- Vendors must be set up to take sales from 10:00am to 4:00pm -No Exceptions (unless weather threatens). To better organize the flow of vendor set-up, each vendor will be sent a specific set-up timeslot. Vendors <u>MUST</u> be at the market at 8:00am. YOU will not be able to set up early. We ask that vendors be considerate of other vendors during load-in; which is as follows. 1. Swiftly unpack from vehicle, 2. Park on side street, 3. Set up your booth.
- 2. Vehicles are not allowed within the market space until <u>AFTER</u> 4:00pm. No parking on the 9 hundred block of 9<sup>th</sup> Ave. Use the utmost caution when entering the market space with your vehicle...cars and people don't mix!
- 3. Stalls will be assigned on a first come first paid basis, after acceptance by the SPNA and special location requests will be considered if possible.
- 4. Each vendor <u>MUST</u> provide a canopy (sizing as applies), their own tables and signage for their own stand. A colored canopy is encouraged, but not required. Canopies <u>MUST</u> be weighted down with at least 20 lbs per leg. This is extremely important as your tent, or items within, can blow around and cause injuries.
- 5. Vendor materials including but not limited to tents, trailer, tables, chairs, grills, extension cords, water supply hose, decorations and mother materials to be used by the vendor within the designated space shall be the responsibility of the vendor.
- 6. A sign or banner with your business name is recommended so that customers know who you are. Business cards and other marketing materials are highly recommended.

- 7. All of the items being sold at your stand **must** be made or produced by you. Items for sale may **not** be bought at the store or wholesale and resold at the market. You need to specify all items you will be selling. No Artist/Vendor can add items without prior approval from the SPNA.
- 8. The general character of items for sale <u>MUST</u> be approved by the SPNA.
- 9. In the event that a vendor is found to be carrying or selling products that did not originate with their operation, the vendor will be suspended.
- 10. Weather We do not cancel the market due to rain. Many a market has run well with a little rain. The exception to weather rules is when it's accompanied with lightening or dangerously high winds. In the case of severe weather, the event will be suspended until (Saturday June 2, 2012)

### Section 4 ~ Parking

 To accommodate more vendors and a more vibrant, bustling market, NO VEHICLES (cars, trucks etc.) or TRAILERS will be allowed to remain on the market space. Personal vehicles and trailers will be allowed into the market street space during load-in and load-out times. If you do have a trailer behind your car the only place to find parking is on a nearby street. Please respect neighbors' driveways.

### Section 5 ~ Presentation

- 1. Please take into consideration that you are part of your display and your display reflects the market. We aim for a clean attractive look to the event. Please present <u>clean hygiene</u> and behave in a manner that promotes the advancement of the event. Our customers should enjoy a positive visit to our event.
- 2. Any materials the SPNA deems obscene, dangerous, unlawful or otherwise inappropriate for a family friendly environment is strictly prohibited from sales, promotion and display or advertised in any way.
- 3. <u>No smoking</u> by any vendors/employees: This is Health Department rule, and will be strictly enforced for all event vendors.
- 4. You must remove any trash created by your stand, and provide your own receptacle; hauling away upon load-out. Bring a broom and dust pan to clean your area before, during and after the event to keep the market user friendly.
- 5. The goal is to always present a full and busy market. To that end, if for some unforeseen reason you will not be able to attend the market on a day that you have a reserved space please give the director or market organizer AT LEAST 24 hours notice so that we may attempt to fill your space from the waiting list. Or call as soon as possible.

## Section 6 ~ The Rest

- 1. The SPN or any associated businesses or sponsors are not responsible for any accidents that take place as a result of your vending at the event.
- 2. The SPN is not responsible for any goods that you sell that in any way cause harm to the purchaser of your goods, or services provided at the event.
- 3. In the event that a vendor is either unable or unwilling to fulfill contracted participation in the event for any reason, the vendor must notify the director immediately and the event committee reserves the right to fill that vendor space with another vendor from the waitlist.
- 4. All authorized vendors participating in the event shall be individually and severally responsible to the SPN for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the vendor's negligence or

that of its servants, agents, and employees, and all vendors hereby agree to indemnify and save the SPN harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the SPN by reasons of the vendors' negligence or that of its servants, agents and employees; provided that the vendors shall not be responsible nor required to indemnify the SPN for negligence of the City, its servants, agents or employees. No insurance is provided by the SPN to participants in the street market.

I accept the terms above (please print your name legibly):
Category (Please check as many as apply): Drawings/Paintings Photography Jewelry Woodworking
Textiles/Materials Paper Goods Sculptures (wood, metals, ceramic, resin) Soaps/Cleaning Supplies
Prepackaged Baked Goods/Food items Other
Vendor Signature:
Print Vendor Name:
Print Email Address:(Very Important)
Address:
Telephone:
Co-Vendor Signature (if applicable):
Print Co-Vendor Name:
Products you intend to sell (Please Specify):
Special Requests:
Cost of this event (see fees on page 1) <u>\$20.00</u>

Please send filled out application to: <a href="mailto:slatterlyparkaoa@gmail.com">slatterlyparkaoa@gmail.com</a>

Your application will be reviewed, and you will be notified if you are accepted no later than April 15. If you are accepted we will be send an invoice for the contracted spot. A coordination/vendor placement email will be mailed out to vendors no later than May 1, prior to the May 19 vending date.