

SLATTERY PARK NEIGHBORHOODS ART ON THE AVE CONTRACT

This agreement, made on the _____ day of _____ 2014, 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 17 from 9:30am to 4:00pm, rain date May 31 on the 1000 block of 4th Ave SE
2. Vendors will be permitted to set up their designated site (to be determined by the SPNA) on May 17 from 7:30 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 18 without written authorization from the SPNA.

Section 2 ~ Costs

1. By, (April 1), Vendors shall pay SPNA \$30 as a vendor fee in order to participate in the event.
2. Co-vendor spots where two separate vendors with different products intend to setup together each pay \$25 for a total of \$50 for the booth.
3. 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.
4. **All paid monies are non-refundable.**

Section 3 ~ The Basics

1. Vendors must be set up to take sales from 9:30am 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 **MUST** 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. 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.
3. The general character of items for sale **MUST** be approved by the SPNA.
4. 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.
5. Vendors with Food based items will be asked to attend a Food Safety Seminar, were hoping we can piggy-back that with the Thursdays on First Food Safety Seminar, which is held in early May each year. Vendors, who have food items that require a permit from the city, please contact the SPNA to setup any arrangements necessary.
6. 10x 10 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.

7. Each vendor **MUST** provide a canopy (sizing as applies), their own tables and signage for their own stand. A colored canopy is encouraged, but not required. Canopies **MUST** 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.
8. Vendor materials including but not limited to tents, 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.
9. 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.
10. Vehicles are not allowed within the market space until **AFTER** 4:00pm. No parking is allowed on the block the event is taking place on. Use the utmost caution when entering the market space with your vehicle...cars and people don't mix!
11. 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 moved to (Saturday May 31, 2014)

Section 4 ~ Parking

1. 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 **clean hygiene** 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. **No smoking** 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** 48 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 SPNA 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 SPNA 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) \$30.00

What to Return & When:

Return signed Vendor Applications & by mail or email by March 1, 2014. **Do not send money**, and return to slatterlyparkaoa@gmail.com or mail to: Art on the Ave, 920 6th Ave SE, Rochester, MN 55904

Your application will be reviewed, and you will be notified if you are accepted no later than March 31. If you are accepted you will be sent an invoice for the contracted spot, at which time you can send in your payment and the Operator Certificate of Compliance Tax Form (if it applies to you) . A coordination/vendor placement email will be mailed out to vendors no later than the first week in May, prior to the May 17 vending date.