



Vendor Rules and Regulations

Alabaster CityFest

Saturday, June 6, 2020

9 a.m. – 10:30 p.m.

Thompson High School – Alabaster, AL

The Alabaster Arts Council invites you to participate in the 18th Annual Alabaster CityFest. The event will be held **Saturday, June 6, 2020**. We look forward to a great day of music, food, arts and crafts, and children's activities. And we want you to be a part of our festivities.

Please read the following rules and guidelines carefully. **Vendor space is limited. Send your application now!**

Rules and Regulations:

- 1. Vendor Selection:** Applications are **due by April 1, 2020**. **Applications postmarked/received after this date will be charged a late fee, if application is accepted.** Vendors are selected based on merchandise, product variety, product appropriateness, and space availability. Prospective vendors must send a photo and itemized list of merchandise along with the application. **Vendors will be notified when their application has been accepted for the event.**
- 2. Food Vendors: Accepted on a limited basis. A \$100 deposit is required along with the application fee.** Deposit will be returned at check-out with proper disposal of garbage and grease. ***Approved dumpster and a grease pit will be provided onsite and must be used or deposit will be forfeited.***

Food Vendor booths are approximately 15'x15'. Applications are selected based on previous attendance with CityFest, acknowledgement to guidelines, and type of product sold. A limit is placed on duplicate items sold by multiple vendors. The Alabaster Arts Council reserves the right to grant exclusive rights based on agreement. Duplicate vendors will be separated as much as possible, but no one will be relocated if this does not occur.

Vendors must send an itemized list of food items along with application. Food items not listed on application at check-in will be prohibited. Food vendors are expected to comply with all Health Department regulations.

NO soft drinks or bottled water will be sold by Vendors. Vendors are allowed to sell only non-soft drink/non-bottled water beverages with prior approval through the CityFest Vendor Coordinator. Failure to comply can lead to ejection from the festival without a refund.

- Ice will be sold at a reasonable price on site by the bag. No need to pre-order ice.
- **All food vendors must provide proof of insurance. (See Number 5 below)**

Vendor Initial _____

- 3. Application Fees/Deposits:** Fees/deposits are **due no later than April 1, 2020**. **Deposits are only applicable to food vendors.** Applications postmarked/received after this date must pay with cash, certified check or cashier's check and a late fee will apply (see booth rates below). A \$35 fee will apply for checks returned due to insufficient funds. ***There will be no refunds once an application is approved.***

4. **Business License:** **ALL VENDORS** are required to obtain a City of Alabaster Business License. If you do not have a current license, a special event business license will be available for \$25 plus a \$10 handling fee through the city. You will receive more information on this once you are accepted. You can contact City Hall at 664-6800.

5. **Insurance:** **All Food Vendors** are required to provide commercial general liability insurance to The Alabaster Arts Council, from a qualified A minus VII or better by A.M. Best, Inc. rated carrier in an amount not less than \$1,000,000 per occurrence and \$1,000,000 per aggregate event for injuries to persons or damage to property caused by Vendor, its agents, employees, contractors or guests, in connection with the performance of its obligations hereunder. Vendor agrees to name the following parties as additional insured on the above referenced policy: The Alabaster Arts Council, and all direct owners, members, officers, shareholders, managers, directors, attorneys, employees and agents with respect to the actions of the named insured. Vendor must also provide, prior to entering the site, evidence of Auto Insurance if they are to drive a vehicle on-site to load or unload. **Additional Vendors may be required to provide coverage of Insurance as determined by The Alabaster Arts Council.**

Certificates for all such insurance shall be provided to The Alabaster Arts Council Ten (10) days prior to the festival. Failure of The Alabaster Arts Council to receive the proper certificate of insurance, or failure of Vendor to maintain the proper auto insurance, shall be a default of this agreement and The Alabaster Arts Council shall have the right to terminate this agreement for such default without notice to Vendor and without an opportunity for Vendor to cure. The indemnity provisions shall survive any termination of this agreement.

Vendor Initial _____

6. **Sales Tax:** Applicant is responsible for paying all applicable sales taxes. Forms will be provided by the Vendor Coordinator. A city representative will contact you after your application is accepted.
7. **Arts & Informational Vendor Space:** Vendor spaces are approximately 10'x10'. Vendors must furnish their own free-standing tents, tables and displays. **Note:** Vendor space may be assigned on concrete sidewalk, grass, or asphalt parking lot which may or may not be level.

At all times, vendors must keep their space clean and orderly. Vendors are responsible for removing trash from their space and disposing it in an approved dumpster upon check-out.

Vendor agrees to comply with all applicable laws, statues, ordinances, rules and regulations including, but not limited to, those of the United States of America, State of Alabama, City of Alabaster, Shelby County as well as all local and regional governmental agencies (including Board(s) of Health), in connection with its performance hereunder and Vendor is responsible for obtaining any and all permits or licenses necessary or advisable for its business at the Event. CityFest does not accept any responsibility for Vendor's property, including but not limited to lost, damaged or stolen property. It is the responsibility of the Vendor to make sure his/her equipment and other personal belongings are completely covered and secured.

Vendor Initial _____

8. **Subletting Vendor Space:** The subletting of space is not allowed without written prior consent from the Alabaster Arts Council.

9. **Check-in/Set-up/Check-out:** Vendor space assignments will be available onsite from the Vendor Coordinator, Friday afternoon. **Electricity is provided Saturday only.** Vendors may only check-in and set-up Friday between 3 - 9 p.m., and Saturday between 6 - 8 a.m. All vehicles must be out of the vendor area no later than 8 a.m. on Saturday. **Any vendor not checked in by 8am may be turned away without refund.** For security reasons, entrance to the venue at other times will be prohibited to incoming and outgoing traffic. Vendors must remain open until 6 p.m. Saturday. **Bringing Vehicles into the vendor area during festival times will be prohibited.** Failure to comply could jeopardize acceptance to future events. If you require over 45 minutes setting up your booth, we strongly advise you to check-in Friday evening. (The venue is closely monitored by police beginning at 6PM Friday evening.) If you have ANY questions or concerns, contact our Vendor Coordinators at vendors@alabastercityfest.com. **All Food vendors must check-out with the Vendor Coordinator and clear the event area following the last show.**
10. **Parking:** Vendors will be given one parking pass per application.
11. **Electricity/Water:** Electricity is available on a limited basis and for a charge (see chart below). It is assigned on a priority basis determined by the Alabaster Arts Council. Vendors must provide their own extension cords. **Electricity is provided Saturday only.** Water is not provided or available onsite.
12. **Hazards:** All vendors who use electricity, wood, charcoal, gas or propane will be required to have a working fire extinguisher in their space.
13. **Trademarks/Logos:** The CityFest Logo and/or artwork, name, or that of any artist performing at CityFest may not be used without written authorization from the Alabaster Arts Council. No merchandise of musical artists performing at CityFest can be sold without authorization from CityFest and the artist.
14. **Firearms/Firearm Replicas:** Not allowed at CityFest.
15. **Soliciting/Distributing:** **Soliciting/distribution of materials or products outside of vendor space is not allowed.** Vendors are not allowed to move their vendor space. Information and giveaways will only be allowed with written permission from the Alabaster Arts Council.
16. **Raffles/Give-aways:** No vendor may sell raffle tickets or chances for any organizations without written permission from the Alabaster Arts Council. Any item that is to be given away for promotion must be preapproved in writing from the Alabaster Arts Council. Food and/or beverages may not be given away without written permission from the Alabaster Arts Council.
17. **Security:** 24-hour security is provided 6 p.m., Friday through 11 p.m., Saturday. Security is contracted with the City of Alabaster Police Department.
18. **Right of Refusal:** The Alabaster Arts Council is a private non-profit entity. It reserves the right to refuse any applicants from the event for any reason.
19. **Non-discrimination:** The Alabaster Arts Council does not discriminate on the basis of race, color, national origin, ethnicity, sex, religion or disability.
20. **Hold Harmless and Indemnification Agreement:** Vendors that agree to participate in Alabaster CityFest, agree to indemnify, hold harmless and defend the Alabaster Arts Council, the City of Alabaster, AL, its officials, representatives, agents, servants, employees, volunteers and musical artist from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorney fees and litigation expense, in whole or in part arising out of, connected with or in any way associated with my/our activities preparing for the Alabaster CityFest, participating in Alabaster CityFest or departing from Alabaster CityFest. I have read and fully understood the above Hold Harmless and Indemnification Agreement.

Vendor Initial _____

21. Limitation of Damages: The Alabaster Arts Council will not be liable to vendors for any special indirect, consequential, or incidental damages arising out of or related to this agreement however caused and on any theory of liability (including negligence) and even if vendor has been advised of the possibility of such damages. Further, in no event shall The Alabaster Arts Council be liable for damages in excess for the total payments required to be made under this agreement.

Vendor Initial _____

22. Rain or Shine: Alabaster CityFest is a rain or shine event. **No refunds will be given.**

23. Animals: Live animals are not allowed to be sold or given away at CityFest without written permission from festival organizers.

24. Offensive Items: Offensive items or materials: The Alabaster Arts Council reserves the right to prohibit the sell or display of any items it may deem to be offensive or dangerous.

25. Fees: Fees for the 2020 Alabaster CityFest are as follows:

| Vendor (Space dimension is approximate) | Fees Received January 1 – April 1 | Fees Received After April 1 |
|--|--|--------------------------------|
| Informational or Arts/Crafts (10'x10' space) Additional 10'x10' space | \$100 \$75 | \$150 \$75 |
| Food (15'x15' space) Additional (15'x15' space) | \$500 \$250 | \$600 \$300 |
| Electricity (Limited basis) | \$75 per 110V outlet (up to 20 AMPS) (Standard outlet) \$150 per 220V outlet (up to 30/50 AMPS) (RV Type Plug) | |
| Required Deposit – Food Vendors Only | \$100 <i>(Approved dumpster and a grease pit will be provided onsite and must be used or deposit will be forfeited.)</i> | |
| | | |



Alabaster CityFest 2020 Vendor Application

Name _____
 Phone: Home _____ Work _____ Cell _____
 Mailing Address: _____
 City: _____ State _____ Zip _____
 Email address: _____

Use additional paper to itemize and briefly describe all products to be sold in your vendor space. Please include a photo (4x6 or larger) of items. For any food-related items, include approximate pricing. **All food items must be listed for Health Department approval.**

Electricity needed? Yes No How many outlets needed _____ Amps _____

Limited electricity available: assigned on priority basis determined by the Alabaster Arts Council. Vendor must provide extension cords and system must be in good working order and subject to inspection.

| Vendor (Space dimension is approx.) | Fees Received Before April 1 | Fees Received After April 1 | Spaces Needed? | Amount |
|--|--|-----------------------------|----------------|--------|
| Informational or Arts/Crafts (10'x10' space) Additional 10'x10' space | \$100 \$75 | \$150 \$75 | | |
| Food – (15'x15' space) Additional 15'x15' space | \$500 \$250 | \$600 \$300 | | |
| Electricity (Limited basis) | \$75 for 110V Outlet (up to 20 Amps) \$150 for 220V Outlet (up to 30/50 Amps) | | | |
| Required Deposit – Food Vendors Only | \$100 <i>(Approved dumpster and a grease pit will be provided onsite and must be used or deposit will be forfeited.)</i> | | | |
| Total Enclosed | | | | |

Make checks payable to: Alabaster Arts Council
Mail to: Alabaster CityFest, 1109 1st Street South, Alabaster, AL 35007
For more information, email: vendors@alabastercityfest.com
APPLY ONLINE AT WWW.ALABASTERCITYFEST.COM

Vendor Rules and Regulations Acknowledgement

I acknowledge and understand the information contained in the Vendor Rules and Regulations and I acknowledge that failure to comply with these rules may result in the removal of my vendor space from Alabaster CityFest. I also acknowledge that if I do not comply with the rules as set out, I will not be entitled to a refund of my application fee or deposit, if applicable.

The undersigned agrees to having read the enclosed Rules and Regulations and agrees to abide by all terms and conditions.

Signature of Vendor _____ Date _____
 Signature of Parent or Legal Guardian _____ Date _____
 (If applicant is under 19 years of age)
 Signature of Alabaster Arts Council Agent _____ Date _____

Office Use: Date Rec'd: _____ Amount Rec'd: \$ _____ Approved by _____