



BLUEBIRD GAP FARM FESTIVAL

Bluebird Gap Farm

Saturday & Sunday, October 19 & 20, 2019, 10:00am-5:00pm Daily

2019 VENDOR APPLICATION

Please complete this application and submit with \$40 Vending Fee for Single Space, \$80 for Double Space

NO LATER THAN FRIDAY, AUGUST 30, 2019, to:

City of Hampton, Department of Parks, Recreation & Leisure Services

ATT: BLUEBIRD FESTIVAL, 413 W. Mercury Blvd., Hampton, VA 23666;

or by email to specialevents@hampton.gov or, fax to (757) 727-8313. Questions? Call (757) 727-8311.

Please make checks or money orders payable to "City of Hampton."

BUSINESS AND CONTACT INFORMATION

Business Name:	
Contact Person:	
Mailing Address:	
Phone(s):	
Email Address:	
Type of Business (Corporation, Proprietorship, etc.):	
Tax ID Number or SS#:	

BOOTH INFORMATION

List of All Merchandise/Types and Price Ranges (i.e., Fresh Produce, \$1-\$6, etc.; all merchandise should relate to the "farm market" theme):	
Will You Bring a 10'x10' Tent for Your Booth Space? Or tables/chairs only?	
Please List Any Special Accommodations Needed (electrical service is NOT provided in this farm setting):	

AGREEMENT

This Agreement is made and entered into by and between the City of Hampton, Virginia, a municipal corporation of the Commonwealth of Virginia and the Vendor. This contract shall commence for two days only on October 19 & 20, 2019, and any rain dates or additional dates announced by the City.

Vendor shall provide merchandise items for purchase at the designated event as described in the application, in accordance with the terms and provisions of this Agreement. In consideration of these mutual promises and covenants, Vendor agrees to pay the City a vendor fee as designated and the City agrees to permit Vendor to in consideration of the mutual promises and covenants outlined below.

Vendor Selection and Placement

Event Staff will assign Vendor, if selected, to booth spaces in the Event Staff's sole discretion. Vendor may not request a specific booth site, and site plans may vary from prior years. Overall booth space will be approximately 10'x10', and Vendor must bring all tables, chairs, canopies, and other equipment needed for its space. Event Staff reserves the right to change space assignments if deemed necessary, and to limit the size/type of equipment allowed. Vendor must be prepared with sufficient inventory to display for the duration of the Event and must preside over its booth. Event Staff will not booth-site for any reason. The City of Hampton is not responsible for any loss, theft, or damage. The City does not guarantee the Vendor will make a certain number of sales or amount of profit through its participation in the Event.

Decisions of the Event Staff are final. Criteria for admission is based on how the applicant meets Event standards, including how well the merchandise relates to the theme of the Event, the quality of the merchandise, and on the Vendor's overall potential for making a positive addition to the Event.

Terms and Conditions

An application is a commitment to show when accepted by the Event Staff. Vendor shall not assign its rights and duties under this Agreement without prior, written consent from an authorized representative of the City of Hampton.

Vendor must maintain booth and surrounding area in a neat and professional manner with regard to **appearance**. Vendor is **required to mark** with bright colors any wires/ropes extending from area. All tents shall be anchored to withstand the elements of weather and collapse. Combustible materials shall not be located in any tent. Vendor is required to have area accessible or to make appropriate **accommodations** for patrons with disabilities.

Failure of accepted Vendors to display the **type of items** described in the application will result in automatic dismissal from the Event without refund. Event Staff reserves the right to review all displays throughout the Event to ensure all regulations are being followed, and to refuse any items considered **unsuitable or inappropriate**. The following are prohibited:

- Consumption or possession of alcohol or controlled substances in Park;
- Dirty or unkempt booth or employees including any health department violations;
- Language or behavior not appropriate for a family Event;
- Weapons, or items which can be classified as weapons;
- Pets within the festival area (documented service animals only); and,
- Other violation of the Rules and Regulations provided.

Fundraising, donation jars, 'hawking,' cash raffles, and other forms of soliciting monetary contributions from the public, whether on behalf of causes and charities directly or through third parties, are not permitted during special events and festivals without prior, written consent from the Department of Parks, Recreation & Leisure Services.

There is no **rain site or rain date**. Event will remain open unless the City of Hampton determines the conditions to be severe. Vendors should come prepared with suitable materials to protect their merchandise. **No refunds will be issued due to weather.**

Each Vendor is responsible for applicable **sales tax**. Virginia State Tax on Merchandise is 5% (Contact the Virginia Department of Taxation at 804.367.8037 for forms and information), and Local Tax is 6.5% (Contact the City of Hampton's Commissioner of Revenue's Office at 757.727.6700 for forms and information).

Vendor shall **comply** with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted in the performance of its work. Vendor represents that it possesses all necessary **license and permits** required to conduct its business and will acquire any additional license and permits necessary for performance of this contract prior to the initiation of work. Vendor shall at all times observe all **safety** measure necessary.

In the event that Vendor shall for any reason or through any cause be in **default** of the terms of this contract, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth on application. Vendor shall have ten (10) days from the date such notice is mailed to cure the default. Upon Vendor's failure to cure the default, the City may immediately cancel and terminate this contract as of the mailing date of the default notice. The City may immediately cancel and terminate this Agreement in the event of a violation of law, safety, or health standards and regulations. Any and all disputes related to breach, termination, or any dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton.

It is understood and agreed that the Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property by or resulting from or arising out of any act or omission on the part of the Vendor, its agents or employees under or in connections with this Agreement or the performance or failure to perform any work required by this Agreement. Vendor agrees to indemnify and **hold harmless** the City and its agents, volunteers, servants, employees and officials from and against any and all claims, losses or expenses, including reasonable attorney's fees and suits due to, arising out of, or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by the Vendor or those for whom Vendor is legally liable. Upon written demand by the City, Contractor shall assume and defend at Vendor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials. Vendor and Vendor's representatives agree to hold harmless the City of Hampton, its directors, agents, employees and volunteers from any and all liability from injury, property damage or loss, which may arise in connection with participation. Additionally,

- Vendor understands that if the event is canceled due to inclement or hazardous weather, no refund will be used after acceptance and no credit will be given toward future events. Vendors must remain fully operational during all festival hours.

By signing below, Vendor agrees, on behalf of themselves as well as all those who represent Vendor (employees, booth volunteers, etc.), that the information provided in the application is true and correct, that Vendor understands the rules, terms and conditions contained in this Agreement, and that Vendor's failure to adhere to these rules and regulations may result in the termination of participation in this Event and future events.

As evidence of agreement to the terms and conditions set forth herein, the parties affix their authorized signatures below:

Signature of Vendor

Signature, City of Hampton Representative

Printed Name

Printed Name

Date

Date