

1619-2019 
COMMEMORATION
 AT FORT MONROE
 AFRICAN LANDING DAY **AUGUST 23-25** HAMPTON, VA

2019 Commemoration Vendor Application
 Saturday, August 24, 2019 11:30 am-5:00 pm, Fort Monroe, VA

Application Procedure	Any adult artist or craftsperson, social, civic, or charitable group may apply. Vendors must complete the application below for consideration, along with a minimum of two (2) current, good quality photographs of your work to represent the quality and types of items you plan to sell, and appropriate vendor fees. Photographs will not be returned; electronic and printed photos are acceptable. The application and photographs are due (or postmarked no later than) Friday, June 21, 2019 . Vendors not selected will receive refund of all fees paid.
Merchandise or Demonstrations	All items must be fit the theme of the event(s). Regional food, skills, demonstrations, arts and crafts are also welcome. All items must be clearly priced, and the committee will view displays at intervals throughout the event to ensure all regulations are followed. All vendors are responsible for applicable taxes and licenses.
Selection	Staff will review applications and photographs to determine acceptance or denial, based on quality of work and categories of merchandise. Multiple vendors selling similar types of merchandise may be limited, in order for those selected to successfully sell.
Fees and Payment	Vendors must submit appropriate fees with application, by June 21, 2019. Please make checks payable to Hampton Visitors & Convention Bureau. Fees are as follows: Merchandise Vendor - \$75.00 (Includes 1-10x10 tent, 1 table and 2 chairs) Food Vendor-\$150.00
Booth Space	Standard booth spaces are 10'x10'. Event organizer will provide 1- 10x10 tent per single space.
Electricity and Water	Not provided.
Weather	The event is rain or shine, unless conditions are determined to be unsafe. Please bring suitable materials to protect your work. No refunds will be issued due to inclement weather.
Agreement	Please read the Vendor Agreement thoroughly!
Event Set-Up	Set-up hours and instructions will be provided by email and mail two weeks prior to the event.
Contact Us	Please feel free to contact us at any time by calling (757) 728-5353, or email chanel.henry@hamptoncvb.com
Thank you!	We look forward to working with you!

2019 Commemoration Vendor Application

2019 Commemoration Saturday, August 24, 2019, 11:30 am-5:00 pm, Fort Monroe, VA
Please complete this application, at least two (2) photographs of your work or Food business and

\$75 Merchandise Vendor Fee

(Includes a 10'x10' Tent, 1 table, and 2 chairs)

OR

\$150 Food Vendor Fee

(All vendors must be self-contained and provide their own equipment, electricity and water)

Mail application and payment NO LATER THAN FRIDAY, June 21, 2019 to:

Hampton Convention & Visitors Bureau

**ATTN: 2019 Commemoration, Chanel Henry, 1919 Commerce Drive, Suite #290, Hampton, VA 23666
or by email to chanel.henry@hamptoncvb.com**

Please make checks or money orders payable to "Hampton Convention & Visitors Bureau"

BUSINESS AND CONTACT INFORMATION

Business Name:	
Contact Person:	
Mailing Address:	
Phone(s):	
Email Address:	
Commercial Vendor (Federal Tax ID Number or SSN)	

Booth Information

List of All Merchandise/Types and Price Ranges (i.e., jewelry \$10-\$25, etc.; all merchandise should be related to the theme of event)

Booth or Food Truck description: (Tent, Trailer, or Truck) Please give dimensions.

Booth Activity: (Please tell us what materials you will present or what type of activity you will have at your booth)

Please List Any Special Accommodations Needed:

AGREEMENT

This Agreement is made and entered into by and between the City of Hampton and the Vendor. This contract shall commence for one day only on August 24, 2019.

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 of Hampton a vendor fee as designated and the City of Hampton 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. Payment of the vendor fee in no way guarantees a specific booth location, and no refunds will be given for Vendor dissatisfaction with booth location. Overall booth space will be approximately 10'x10'. 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 of Hampton 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 have a volunteer or staff member man the booth at all times. Vendor is required to mark with bright colors any wires/ropes extending from area. 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
- 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 staff of the City of Hampton.

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 of Hampton Association 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 of Hampton Association may immediately cancel and terminate this contract as of the mailing date of the default notice. The City of Hampton Association may immediately 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 Association.

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 of Hampton 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 of Hampton, Contractor shall assume and defend at Vendor's sole expense any and all such suits or defense of claims made against the City of Hampton, 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.

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