

Charlestown Chamber of Commerce Annual Seafood Festival
“South County’s Original Seafood Festival”
FIRST WEEKEND IN AUGUST

CONTRACT

Conditions, Rules/ Regulations

1. **INSTALLATION OF VENDING DISPLAYS AND BOOTHS:** All displays and booths are to be installed according to a site plan to be furnished to each vendor. Vendors are to restrict their sales and business to the designated area. Each vendor must be in place no later than **10:00 AM** on the Festival days (**Thursday – Sunday**). Vendors may set up after 12:00 PM the Wednesday preceding the Festival.
2. **CHARACTER OF VENDING DISPLAYS AND BOOTHS:** All displays and booths must be designed, constructed and operated in good taste with the best interest of the Festival paramount. The Festival Manager shall be the sole arbiter and judge as to what shall constitute “good taste” and the “best interest of the Festival. Further, the Festival Manager shall have the right and authority to require removal or modification of any vending display. All vending displays must be properly secured, due to the usual breeze at Ninigret Park. All materials and displays must be kept within the confines of the designated display area.
3. **LIABILITY:** All Food vendors and concessionaires shall, at their own expense, provide Public and Product Liability Insurance coverage in the aggregate for their own operation in an amount of at least One Million Dollars. It shall be their responsibility to show evidence for Bodily Injury and Property Damage coverage. Certificates of Insurance must be submitted to the Charlestown Chamber of Commerce office **before** any food vendor will be allowed to set up their display. Neither the Charlestown Chamber of Commerce, nor it’s agents will be responsible for any injury to the vendors, their employees, guests or customers within the confines of the Festival, nor be responsible for the loss or damage to any goods from any cause whatsoever, including negligence, while in transit to or from the Festival and while in the exhibit area.
4. **ASSIGNMENT PROHIBITED:** Vendors may not sublet any part of their assigned area.
5. **NONEXCLUSIVITY:** Vendors and concessionaires are **NOT GRANTED** exclusive rights in the sale of their food and/or products on the Festival grounds.

6. **PETS PROHIBITED:** Pets **WILL NOT** be allowed on the Festival site at any time during or after the Festival.
7. **ACTS OF GOD:** The Charlestown Chamber of Commerce shall have no liability what so ever for any damage to any person, matter or thing resulting from storm, wind, water, fire, strikes, lockouts or other acts of God.
8. **REFUNDS: Entry fees are NOT REFUNDABLE – NO EXCEPTIONS.**
9. **REMOVAL OF DISPLAY:** No vendor shall leave the Festival area during operating hours without permission from the Festival Manager. Vendors must remove their display from the Festival site no later than 6:00 PM on the day after the Festival ends (Monday). Any expense incurred by the Charlestown Chamber of Commerce in removing said displays shall be the financial responsibility of the vendor.
10. **WATER AND POLLUTION:** There is limited running water in the Festival area. Vendors **must bring their own hoses** to transport water from the supply point. Federal and State Water Quality Standards must be complied with at all times. Vendors will be responsible to ensure there is no discarding or dumping of refuse in other than designated areas. Health inspectors will be on site throughout the Festival.
11. **FINANCIAL ARRANGEMENTS, INSURANCE, AND PERMITS:** One half (1/2) of vendor fees are due with this application on or before **May 1st**; the balance is due, **IN FULL**, by **July 1st**. **There will be no exceptions.** Certificates of Insurance, RI Retail Sales Permits and R.I. Food Handlers License (if applicable) are required with entry fees. Applications will not be considered complete without all of the required documents and payment in full. To avoid potential loss of your vendor space, you must comply with these requirements. **“REMEMBER, ENTRY FEES ARE NON REFUNDABLE – NO EXCEPTIONS. PLEASE BE SURE TO RETURN YOUR COMPLETED APPLICATION PACKET.”**
12. **CONDUCT:** Vendors are responsible for the conduct of all personnel and volunteers working at their area.
13. **CLEAN-UP:** Please leave your vendor area as you found it, neat and clean. You are responsible for the removal of all of your trash and the raking of your area. Large dumpsters are provided, behind the FF-Row, for your convenience. Failure to clean and rake your area will jeopardize your future participation in the Seafood Festival and you may incur an additional clean-up fee.

14. **PENALTIES AND VIOLATIONS: Any vendor violating the rules and conditions of this contract will be required to immediately leave the Festival.**

15. **YOU WILL BE ASSIGNED A VENDOR LOCATION YOU MAY NOT MOVE TO ANOTHER PLACEMENT IN THE FESTIVAL. THANK YOU FOR YOUR COOPERATION. (NO EXCEPTIONS)**

16. **Vendors participating in the Charlestown Seafood Festival do so at their own financial risk.**

SIGN AND RETURN WITH APPLICATION

Signature certifies that you have read and accept the conditions of this contract.

VENDOR:

BY: _____ DATE: _____