



**MERCHANDISE/SMALL BUSINESS APPLICATION**

**July 10-12, 2015**

**Salem Willows, 187 Fort Avenue, Salem, MA**

Business Name: \_\_\_\_\_ Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person (if other than owner) Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**MERCHANDISE ITEMS:**

List all merchandise, services and exhibit items to be displayed/sold/offered. Only items listed on the application and approved by the Committee are permitted at vendor's booth. Beverage Sales: FestEvents reserves the exclusive right to be the sole vendor of any and all beverages within the grounds of the Salem Willows Seafood Festival.

\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF BOOTH SPACE (INCLUDE TENT/ TRAILER MEASUREMENTS & PHOTOS):**

\* Merchandise/Service Vendors shall be provided a space of 10' x 10' with electricity at a nonrefundable fee of \$500. Vendors are responsible for furnishing their own tents, trailers, tables, chairs, displays cases, 150' extension cord (as described within) and any other equipment. Vendor's products, demonstrations and/or other activities shall be confined to the 10' x 10' space. If vendors cannot fit within these perimeters additional booth space must be purchased at \$250 per additional 10' x 10' space. No roaming advertisements or solicitation is allowed. Booths may not be subdivided.

Trailer with hitch \_\_\_\_\_

Providing own tent \_\_\_\_\_

Mail all documents to: FestEvents of New England, 15 Pine Street, Seabrook, NH 03874

**BOOTH FEE: Deposit of \$250 due March 15, Final Payment due May 15:**

**10' x 10' Merchandise/ Small Business Vendor Space @ \$500:** \$ \_\_\_\_\_

**Additional 10' x 10' Space @ \$250:** \$ \_\_\_\_\_

**TOTAL AMOUNT DUE:** \$ \_\_\_\_\_

**(-) \$250 Deposit, Due March 15:** \$ \_\_\_\_\_

**Balance Due May 15:** \$ \_\_\_\_\_

Check(s) should be made payable to: FestEvents of New England. There shall be a \$25.00 service fee for any check that is returned for insufficient funds or for any other reason. Vendors registering after May 15 must submit total payment in the form of cash, credit card, bank check, or money order. Business checks or personal checks shall not be accepted after this date.

-OR- Please charge my Credit Card:

Credit Card Type \_\_\_\_\_ Account # \_\_\_\_\_ Exp \_\_\_\_\_ CID \_\_\_\_\_

Name of Card Holder \_\_\_\_\_ Billing Address \_\_\_\_\_

Signature of Card Holder \_\_\_\_\_ Date \_\_\_\_\_

By signing this application below, I acknowledge that I have read and understand the Rules and Regulations and the application.

Enclosed is my application for the Salem Willow Seafood Festival. I understand that all fees are nonrefundable. I agree to assume full responsibility for my conduct and for all property that I bring on the premises and shall hold neither the Commonwealth of Massachusetts, the City of Salem, FestEvents of New England, nor any of their employees, officers, volunteers, vendors or advertisers responsible for any damages or personal injury, theft, or any other act that may occur at the event. The Commonwealth of Massachusetts, the City of Salem, FestEvents of New England, nor any of their employees, officers, volunteers, vendors, or advertisers shall not have any liability whatsoever for any damages to any person, matter, or thing resulting neither from storm, wind, water, or other Acts of God, nor from fire, strikes, or lockouts. I understand that my name or business and any photos may be used for promotional and/or informational purposes. I have read and agree to abide by all rules.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Questions, please email [vicky@festeventsne.com](mailto:vicky@festeventsne.com)

<b>Office Use Only: Date Received</b> _____	<b>Approved</b> _____	<b>Denied</b> _____			
<b>Recd: Application</b> _____	<b>Rules</b> _____	<b>Insurance</b> _____	<b>Deposit</b> _____	<b>FP</b> _____	<b>Employee Roster</b> _____

Mail all documents to: FestEvents of New England, 15 Pine Street, Seabrook, NH 03874

## **2015 RULES, REGULATIONS AND POLICIES**

**Please read through each rule carefully and sign and return the last page of this document.**

- 1) In reference to this event, the term “Committee” refers to a duly appointed committee of FestEvents of New England, the event management and production agency of the Salem Willows Seafood Festival. This Committee shall be considered the final authority on all matters pertaining to this event. All Merchandise/Small Business Vendors hereinafter are referred to as “vendors”.
- 2) Compliance: All vendors are required to comply with all Federal, State and Local regulations in addition to policies of the Committee. Vendors are responsible for making all necessary arrangements to be in compliance with these regulations.
- 3) Applications: All applications are due by March 15. Applications shall only be accepted as complete once all of the following have been received:
  - Completed & Signed Application
  - Original signed copy of the Rules and Regulations
  - Certificate of Insurance as outlined within
  - Deposit of \$250, payable to “FestEvents of New England”
- 4) Certificate of Insurance: A Certificate of Insurance for General Liability including but not limited to, premises, products and completed operations, for a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage with an annual aggregate of \$1,000,000. Product liability must cover fourteen (14) days prior to the festival. All insurance shall be extended to cover the Commonwealth of Massachusetts, the City of Salem and FestEvents of New England "additionally insured," and serve as indemnification for any injuries, damage, or harm caused by the vendor. The vendor shall be liable and hold the Commonwealth of Massachusetts, the City of Salem and FestEvents of New England harmless from any and all claims, including costs and attorney fees, for injuries or harm to people and damage to people or property which may arise directly or indirectly from the vendor. **Vendors may already have this insurance coverage as part of their regular business insurance and are encouraged to contact their insurance agent to verify.**
- 5) Arrival and Set-Up: Arrival and Set-Up: Vendors must first check in at the on-site management tent located at the top of the hill for booth assignments which are available after 9:00 am on Thursday. The Committee determines all Vendor booth locations. Once checked in vendors shall be given four (4) three-day admission passes and a vehicle tag. Vendors are required to display the vehicle tag in their rear view mirror stating vendor name, booth number and cell phone number. This vehicle tag is not a parking pass. **Please do not park in the reserved VIP LOT as this is for bands, entertainers and sponsors.** The vehicle tag allows you access to the grounds during closed hours to restock, etc.
- 6) **All vendors must be set up by Friday at 9AM for mandatory inspections by the Salem Board of Health and Fire Departments.**
- 7) Booths must be operational prior to the festival opening at 12pm on Friday. Spaces that are not in compliance or ready for business by 12pm on Friday shall be considered a “no-show” and re-rented with all fees forfeited. All vehicles must off-site and parked in a legal parking space by 10am on Friday. **PLEASE DO NOT PARK IN THE RESERVED VIP GATED AREA. THIS SPACE IS RESERVED FOR BANDS AND WICKED BITES CULINARY CHEF DEMONSTRATIONS!**
- 8) Allotted Space and Fees: Vendors shall be provided a space of 10’ x 10’. Vendors must stay within the perimeter lines that shall be clearly marked. If equipment and supplies cannot fit within these perimeters additional booth space must be purchased at \$250 per additional 10’ x 10’ space. Vendors may not distribute samples of any kind whenever such actions block the walkways or in any way handicaps neighboring vendors. No roaming advertisements or distributions of any kind are allowed. Booths may not be subdivided.
- 9) Equipment: Vendors are responsible for furnishing their own tents, trailers, tables, chairs, displays cases, fire extinguishers, storage supplies, extension cords and any other equipment and to be in compliance with State and Local laws.
- 10) Beverage Sales: The Committee reserves the exclusive right to be the sole vendor of any and all beverages within the grounds of the Festival. If you are found serving beverages you will be met with immediate sanctions, up to and including expulsion from the festival and/or prohibiting future participation without refund.
- 11) State Sales Tax: Vendors are responsible for reporting and paying all applicable State sales taxes. For on-line registration visit [www.mass.gov/dor](http://www.mass.gov/dor) and click on “Web File for Business”. Vendors are also responsible for maintaining their own cash/change banks.

Mail all documents to: FestEvents of New England, 15 Pine Street, Seabrook, NH 03874

- 12) Hours of Operation: Operating hours are Friday 12:00pm-10:00pm, Saturday 11:00am-10:00pm and Sunday 11:00am-6:00pm. At a minimum, all vendor booths must be open during the operational hours stated above. Vendors who violate this provision shall be prohibited from participating in any future events.
- 13) Electrical: 20 amp/120 volt electrical service is included with your booth fee. Only Committee staff shall connect electrical hookups. Vendors may not connect or disconnect themselves to the electrical system. Vendors must list ALL equipment requiring electricity on the application. Equipment cannot exceed 120 volts/ 20 amp circuits. Volt and amp specifications are listed on the nameplate of all equipment. Additional electrical requirements not listed on your application shall require that vendors make arrangements with the on-site electrical contractor at the vendor's expense. Vendors in excessive use of electricity shall be asked to reduce their electrical usage and shall be given a warning. Vendors are responsible for providing 150 feet of 20AMP rated, commercial grade (3-wire heavy-duty) extension cords to "direct-connect" to the generator per State code. No electric cords or wires shall run across walkways. Generators go off at night so there is no overnight refrigeration available. 220-Volt service is not available. Any vendor found tampering with electrical boxes or violating electrical policies shall be asked to leave the festival, forfeit fees paid and may be excluded from future festivals.
- 14) Phone Lines: No phone lines are provided for credit card transactions or outside calls. ATMs are available throughout the festival.
- 15) Securing Tents: Tents must be anchored securely in the case of inclement weather.
- 16) Tent Fire Codes: Vendors with **any type of cooking equipment or means of fire ignition** must have certified fire retardant tents. Tents require certification executed by an approved testing laboratory stating that the tent flame retardant meets or exceeds NFPA 701, standard methods of fire tests for flame propagation of textiles and films, and that such flame resistance is effective during the time period the equipment is being used. **We have negotiated a discounted rate for certified tents with a blanket delivery and permit through The Event Company (no individual delivery or permit fees apply when renting through them). For tent rentals call 978-283-4884 and mention the Salem Willows Seafood Festival.**
- 17) Fire Extinguisher: All vendors shall have a fully charged and operational fire extinguisher with a legible and current inspection tag in their booth at all times. For non-cooking vendors a 2 ½ lb. (minimum size) ABC extinguisher is required. Vendors who are cooking are required to have a K-rated liquid fire extinguisher.
- 18) Salem Fire Prevention Officers shall be on site to inspect your booth. Officials shall continue to closely monitor operations throughout the duration of the event. If you fail to abide by the safety rules, you shall be asked to leave the festival without refund.
- 19) Security: Overnight security shall be provided on Thursday, Friday and Saturday from 11pm- 6am . However, each Vendor should take the necessary precautions to secure their booth and remove all products.
- 20) Motorized Vehicles and Golf Carts: are prohibited on the Salem Willows grounds.
- 21) Deliveries: Vehicles servicing and restocking food booths shall be allowed access on Friday, Saturday and Sunday mornings from 7am-9am through the gate at the end of Fort Avenue. Vendors shall display the vehicle tag (provided by the Committee) in the vehicles rear view mirror stating the vendor name, booth number and cell phone number. Once your vehicle has been unloaded please remove it from the grounds and park in a legal spot OUTSIDE the gated VIP Parking area.
- 22) Booth Appearance: Vendors are responsible for keeping booth areas clean during all hours of operation and for disposal of all waste materials at the conclusion of each day in the dumpsters provided on-site.
- 23) Co-Op Marketing: The Committee must approve any co-promotions planned by participants with any local media in advance.
- 24) Codes of Conduct: All vendors shall maintain appropriate noise level and a respectable behavior. All vendors are required to conduct themselves in a professional, respectable and courteous manner. Aggressive or offensive conduct shall not be tolerated. All vendors shall comply with all "Rules and Regulations" including: maintaining booth cleanliness, trash removal, proper grease, fat, and food disposal and booth space encroachment. Non-compliance of rules and regulations, directives and behavior shall result in immediate closure of your booth without refund.
- 25) Employees: The Salem Police Department requires that a list of all employees and their date of birth are provided prior to July 1<sup>st</sup>. In addition, there must be a manager on duty listed with complete contact details in case of any incident. Any changes or replacement of employees must be communicated immediately by calling 603-918-3385. An employee form has been included with this package for your convenience.

Mail all documents to: FestEvents of New England, 15 Pine Street, Seabrook, NH 03874

26) Noise Ordinance: Vendors with any type of music, sound projections, public address systems or any noise making machines must be conducted as to not disrupt adjacent vendors and their patrons, nor cause the walkways to be blocked.

27) Prohibited Items and Actions: The following items and/or actions are strictly prohibited from the festival grounds: tobacco sales, items of profanity of any kind, lasers, knives, firearms, weapons, use of profane language or behavior, games of chance with cash prizes and/or any items, activity or behavior detrimental to the Committee, participants and attendees.

28) Pets: Pets are not permitted which and is strictly enforced. Service pets are welcome.

29) Rain Date: The Salem Willows Seafood Festival shall take place Rain or Shine. The festival shall not be rescheduled. All vendor operations shall continue Rain or Shine. No refunds or partial refunds shall be given due to weather conditions.

30) Cancellations: Booth fees are nonrefundable.

31) Admission Passes: Each vendor shall receive four (4) three-day passes. Vendors can purchase additional passes as needed at the admission gates.

32) Parking: Due to the limited amount of parking available directly at the Willows, vendors and their staff must park at the Bentley Elementary School, 25 Memorial Drive on Saturday and Sunday. The committee has also partnered with Salem Trolleys to offer Trolley Service from the following satellite locations: National Park Visitors Center, Salem Ferry Landing and Shetland Properties (Sat & Sun only) for a fee of \$3 one-way or \$5 round-trip.

33) Break-down: Vendors shall remain in operation until the conclusion of the fair on Sunday at 6:00pm. All equipment must be removed within 24 hours. Due to public safety concerns, no vehicles may approach the gate at the end of Fort Avenue before 6:30pm on Sunday or until an official announcement has been made.

34) Rules and Regulations: All participants must agree to all rules and regulations issued by the Committee. Misunderstanding or disagreements over the rules and regulations shall be resolved in favor of the Committee. The Committee reserves the right to refuse entrance to the event for any reason whatsoever. Vendors in violation of the Rules and Regulations shall be given a verbal or written warning. If the problem persists the vendor shall be asked to leave the fair without refund.

Vendors are private contractors. Vendors agree that neither the Commonwealth of Massachusetts, the City of Salem, FestEvents of New England, the Committee nor any employees, officers, volunteers, agents, vendors, and advertisers of the above, shall be held responsible for any injury, loss or damage that may occur to the Vendor or to the vendor's property or their employees or their property, from any cause whatsoever, prior to, during or subsequent to the period covering the event. Vendor agrees to indemnify and hold the Commonwealth of Massachusetts, the City of Salem and FestEvents of New England FestEvents of New England its agents, vendors and advertisers harmless from any and all losses, costs, damages and expenses including, without limitation, attorney's fees, arising from vendor's activities and operations at the event.

The undersigned on behalf of his/her establishment and/or organization agree that they understand and shall comply with all of the rules, regulations, policies and directives and further agree to correct any infractions or violations immediately upon notification. It is understood that any failure to comply with requests for remedial action from the Committee or its representatives could result in disciplinary actions up to and including immediate ejection from the event and could further provide a prohibition from any future participation.

Enclosed is my application for the Salem Willows Seafood Festival. I understand that all fees are nonrefundable. I agree to assume full responsibility for my conduct and for all property that I bring on the premises and shall hold neither the Commonwealth of Massachusetts, the City of Salem and FestEvents of New England, nor any of their employees, officers, or volunteers, vendors, and advertisers responsible for any damages or personal injury, theft, or any other act that may occur at the event. Commonwealth of Massachusetts, the City of Salem and FestEvents of New England, nor any of their employees, officers, or volunteers, vendors, and advertisers shall not have any liability whatsoever for any damages to any person, matter, or thing resulting neither from storm, wind, water, or other Acts of God, nor from fire, strikes, or lockouts. I understand that my name or business and any photos may be used for promotional and/or informational purposes.

By signing this application below, I acknowledge that I have read and understand the Rules and Regulations and the application. I agree to abide by all of the Rules and Regulations as well as any other requirements included herein as part of this application.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Mail all documents to: FestEvents of New England, 15 Pine Street, Seabrook, NH 03874



## **RETURN DOCUMENT CHECKLIST**

### ***DID YOU REMEMBER TO INCLUDE...?***

- ✓ Signed Application
- ✓ Signed copy of the Rules and Regulations
- ✓ Certificate of Insurance as outlined within
- ✓ Deposit of \$250 by March 15, payable to "FestEvents of New England"
- ✓ Upon signing this document please make a copy for your records
- ✓ Final payment due May 15th

Mail all documents to: FestEvents of New England, 15 Pine Street, Seabrook, NH 03874