



6th Annual Port Royal Pirate Festival

Vendor Application

Saturday, September 15, 2018: 10AM-6PM

Sunday, September 16, 2018: 1-6PM

Town of Port Royal

419 King Street (On the Town Green)

Port Royal, VA 22535 540-907-9050

PLEASE Business/Exhibitor Name: _____

PRINT Contact Name: _____

Mailing Address: _____

Phone/Cell: _____ Email: _____

EXHIBITOR CATEGORY (Must check one):

- Artist/Craftsman
 Independent Distributor
 Non-Profit
 Business Promotion
 Political
 Commercial/Retail
 Farm/Domestic Products
 Other/County Agency (explain): _____

2018 BOOTH/SPACE FEES - PER DAY

-includes business license fee/space rent (CIRLCE DAYS)

10X10 Space: Sat/Sun/Both - Single Day: \$45 Both: \$75

10X20 Space: Sat/Sun/Both - Single Day: \$70 Both: \$125

Food Truck/Cart: Sat/Sun/Both - Single Day: \$80 Both: \$135

Non-Profit Info Only: Sat/Sun/Both - Single Day: \$20 Both: \$40

Farmer's Market: Sat/Sun/Both - Single Day: \$35 Both: \$55

***Applications must be received by Sept. 7th to ensure consideration.** Total Payment: _____

Please describe your items that will be for sale or distribution here:

Send advertising material, brochures and pictures via email to:

charterday.portroyal@gmail.com

PayPal payments accepted – email for PayPal: charterday.portroyal@gmail.com

Mail signed agreement and check or money order payable to: Port Royal Festival and Events

Attn: Monica Chenault, P. O. Box 81, Port Royal, VA 22535

Exhibitor placement will be determined by the Town of Port Royal, Festival Planning Committee. Confirmation of acceptance/area placement, refusal, or wait-list status will be sent by e-mail. I have read, understand & agree to abide by all guidelines, rules & conditions of this event. **No Refunds**, this event will take place rain or shine. Cancellation will be only if we are in a State of Emergency. Only, in such case, the event will be rescheduled.

Exhibitor Signature _____ Date _____ Amount \$ _____

6th Annual Port Royal Pirate Festival - 2018

Sept. 15 10AM-6PM

Sept. 16 1PM-6PM

Location: Town Hall, 419 King Street
(Town Green), Port Royal, VA 22535

Vendor Guidelines (Refer to page 3 for complete rules/conditions)

- Submit applications early to reserve an exhibitor space. Verify that all required paperwork (payment etc.) is included. Earlier registration will also ensure exhibitor listing on website and in printed festival program.
- To create diversity among exhibitors, a limited number of spaces will be available in any designated category and only one representative per direct sales company. That category will be closed once it reaches the limit. Spaces are assigned on a first-come (paid), first-served basis. Approval is necessary and will be on a case by case basis– please complete application.
- Space sizes available are 10 x 10; 10 x 20 or 10 X 30. Your display must be contained within the rented space. Be prepared to set up on grassy areas.
- Set-up begins at 7AM and event begins at 10AM Saturday and 1PM on Sunday with set-up beginning at 9AM. Exhibitor must provide tents, tables, coverings, chairs, etc. You may set up the day before at your own risk – with approval. No trailers/vehicles may be used for display of wares in the vendor area unless you have cleared it ahead of time.
- This is a closed street festival with no vehicle traffic allowed. Show attendees will walk in. Heavy or bulky items may present a challenge for customers to carry away. Pick-up may be arranged at the close of the event. It is expected that all vendor equipment and materials will be cleared from Town Green by 9 pm.
- This event is rain or shine. No Refunds, period. (Your vendor fees pay for advertising and other festival set-up costs and has been spent already.)
- Be prepared...bring any necessary materials needed to protect your goods during inclement weather. Displays must stay assembled and merchandise available for sale during your area's exhibit hours. No early packing up/departure will be allowed before closing time for your area. You will not be allowed to bring your vehicle on site during festival (before and after event only). Failure to comply with this rule will render you ineligible for all future Port Royal Events.
- Any sale of firearms or illegal items will be prohibited.
- Any vendor selling processed food items must provide an inspection report from VA Dept. of Agriculture or obtain a health permit from the Fredericksburg Health Dept. as required by law. Permits must be displayed during the event. Our festival contact at **VDH: 540-899-4796**. You are responsible for contacting the inspector and scheduling your inspection.
- Any vendors using propane or generator must be inspected by **Caroline County, Kevin Wightman. 804-633-9896**. You are responsible for contacting the inspector and scheduling your inspection.
- All vendors and business owners need to comply with State of Virginia tax laws. More information is available online at www.tax.virginia.gov. Your application fee covers your business license for the day of the event only in the Town of Port Royal. **You do not need an additional Caroline County business license.**
- Set-up instructions, parking and other information will be emailed to you prior to the event. Pre-assigned spaces will be provided during check-in on day of festival.
- **Additional applications and festival information is available at Port Royal's Annual Charter Day Festival <https://www.facebook.com/portroyalcharterday> on Facebook or call 540-907-9050 or e-mail us at charterday.portroyal@gmail.com**

Definitions: "Exhibitor" means signer of agreement-whether sole proprietorship, partnership, joint venture, corporation, etc.
"Management" means members of the Festival Planning Committee.

Rules and Conditions of the Event:

1. **Use of Rented Space.** Management grants to Exhibitor and its agents and employees the exclusive use of the space, as confirmed by the Management on the face of this Agreement, for purposes of exhibiting and selling during the term of Exhibitor's lease and hours indicated above, as well as reasonable access thereto for purposes of setting up prior to opening hours and tearing down after closing hours, as Management deems advisable. **(No sharing of booths without permission.)**
2. **Use of Common Areas.** Management grants to Exhibitor and its agents, employees and customers a non-exclusive license to use the Common Areas in common with others for purposes of passage during the term of Exhibitor's lease and for such reasonable times before and after exhibit hours as Management deems advisable, subject to the rights of Management set forth in Paragraph 3 below. (Common areas may not be used for displaying or selling merchandise.)
3. **Management and Operation of common Areas.** Management will operate and maintain or will cause to be operated and maintained the Common Areas in a manner deemed by Management to be reasonable and appropriate and in the best interest of Port Royal Pirate Festival. Management will have the right to (a) establish, modify and enforce reasonable rules and regulation with respect to the Common Areas: (b) enter into, modify and terminate easement and other agreements pertaining to the use and maintenance of the Common Areas and any portions thereof: (c) close any or all portions of the Common Areas to such extent as may, in the opinion of Management, be necessary to prevent personal injury or property damage, and (d) do and perform such other acts in and to the Common Areas and improvements therein as Management shall determine to be advisable.
4. **Exhibitor's Waiver and Release, etc.** Exhibitor hereby waives and releases any and all claims or demands of any nature whatsoever on its own behalf, and on behalf of any insurer which may be subrogated to the rights of Exhibitor, for injury, loss or damage (including, without limitation, loss of proceeds and consequential damages and damage to property of the Exhibitor) against Management. Exhibitor agrees to protect, defend, identify and hold harmless Management from liability or injury, loss damage or expense arising out of Exhibitor's Acts or Omissions, or those of its agents or employees.
5. **Management's Reservation of Rights.** Management reserves the right to (a) allocate and assign specific space or booth(s) to Exhibitor: (b) limit the amount and restrict the types of antiques and collectors' items offered for sale or exhibited by Exhibitor in order to achieve a balance and variety in the Port Royal Pirate Festival: (c) cancel this Agreement without liability to Exhibitor, in which event Exhibitor's deposit shall be returned forthwith, provided Exhibitor is not then in default: (d) determine and provide whatever security, if any, it considers appropriate under the circumstances, in its sole discretion, but Management shall not be responsible or liable to Exhibitor for loss in the event of a failure of such security; and (e) promulgate, without prior notice, additional rules and regulations with Management, in its sole discretion, considers necessary for the conduct and operation of the Port Royal Pirate Festival.
6. **Exhibitor's Warranties.** Exhibitor warrants that (a) all sales made will be unconditionally guaranteed; (b) items, of which Management requests removable from sale or exhibition, will be promptly removed; (c) it will comply promptly with all rules and regulations of any governmental unit or of the facility in which the Port Royal Pirate Festival is conducted; (d) dollar tables or any other type of discount selling will be offered or permitted; (e) Exhibitor's booth will be staffed during all hours that Port Royal Pirate Festival is open to the public; (f) it will defend, indemnify and hold Management harmless with respect to any claim arising out of or relating to the acts or omissions or porters and other laborers are, in fact, or considered to be, employees of Management; (g) it will pay all costs and expenses, including reasonable attorney's fees, incurred by Management seeking to enforce any provision of the Agreement; (h) all taxes levied by either Federal, State, City or County on rental space shall be paid by said Exhibitor.
7. **Exhibitor's Cancellation Rights.** You may cancel at any time, however there are **NO REFUNDS**.
8. **Caption, Governing Law and Oral Representation.** The captions of the paragraphs herein are inserted as a matter of convenience only and in no way shall they define, limit or describe the scope of the Agreement which is to be construed and enforced in accordance with the laws of the Commonwealth of Virginia; and no oral agreements in conflict with or in addition to those set forth herein shall be binding upon either Exhibitor or Management or its successors and assigns.