



Port Royal National Night Out

Vendor Application

Tuesday, August 7th, 2018: 2PM – 8PM

Town of Port Royal

Cumberland and King Streets

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 (No sales) Business Promotion
- Commercial/Retail Farm/Domestic Products Other/County Agency (explain): _____

2018 BOOTH RENT

Includes Port Royal business license fee/space rent
Maximum space will be limited to no more than 10X30

10 X 10 Space New \$35 RT \$30 _____

10 X 20 Space New \$55 RT \$50 _____

10 X 30 Space New \$75 RT \$70 _____

Food Vendor (10X30) New \$80 RT \$70 _____

Non-Profit Info Only - \$20 _____

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

Send advertising material, brochures and pictures via email to:

portroyal4th@gmail.com

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

Attn: Monica Chenault, PO Box 81, PortRoyal, VA 22535

PayPal payments accepted – use this email for PayPal Payments: portroyal4th@gmail.com

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**, Rain or Shine Event. Cancellation will only be in a State of Emergency. This event will not be rescheduled in the case of bad weather.

Exhibitor Signature _____ Date _____ Amount \$ _____

Town of Port Royal National Night Out 2-8PM

Location: Cumberland and King Streets
Outdoors Festival
Port Royal, VA 22535

Merchants' Market, Arts & Crafts Exhibitor Information/Guidelines

- Submit applications early to reserve an exhibitor space. Verify that all required paperwork (payment etc.) is included. Early registration will also ensure exhibitor listing on website and in 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.
- Space sizes available are 10X10, 10X20, or 10X30. Your display must be contained within the rented space. Be prepared to set up on grassy areas. (Plastic/cloth ground cover may be helpful.)
- Set-up begins at noon and event begins at 2PM. Exhibitor must provide tents, tables, coverings, chairs, etc. No trailers/vehicles may be used for display of wares in the arts/crafts 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 Streets by 9:30 pm.
- This event is rain or shine. **No refunds for rain or any other reason.** (Your vendor fees are used towards the cost of entertainment, decorations, programs and advertising expenses - as examples of expenditures.) This is a non-profit event sponsored by the Town of Port Royal and Port Royal Volunteer Fire Department.
- 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 Regional Health Dept.—you should also make arrangements to be inspected by the Health Department the morning of the event. **540-899-4796**
- Any vendors using propane or generator must be inspected by Caroline County. You are responsible for contacting the inspector and scheduling your inspection. **Kevin Wightman 804-633-4303**
- All vendors and business owners need to comply with State of Virginia tax laws. More information is available online at www.tax.virginia.gov.
- Detailed 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**
www.facebook.com/portroyal4th on Facebook or call 540-907-9050 or e-mail us at portroyal4th@gmail.com

Definitions: "Exhibitor" means signer of agreement-whether sole proprietorship, partnership, joint venture, corporation, etc.
"Management" means members of the Port Royal National Night Out 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 National Night Out 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 National Night Out: (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 National Night Out.
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 National Night Out 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 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.** Exhibitor may cancel in State of Emergency but **no refunds** will be granted.
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.