

2019 Party on the Pavement – Saturday, September 21, 2019

Commercial Vendor Application

COMMERCIAL VENDOR APPLICATION: A commercial vendor is any vendor engaged in the sale of goods, services, wares, or merchandise, including food products. Commercial booth spaces are for businesses to promote and demonstrate products, services or distribute information.

WHERE: Downtown Racine, Main and Sixth Streets

WHEN: Saturday, September 21, 2019: 12:00 pm - 7:00 pm

SET-UP: 8:00am on day of event. Vehicles **MUST** be moved out of festival grounds by 11:00am.

DEADLINE: All applications **MUST** be submitted by 4:00pm on August 23, 2019

BOOTH SPACE: Booth space is limited to a single 12' x 12' booth (including all wires, stakes, poles, etc.). Vendors should come prepared for all types of weather. You must secure your booth in case of inclement conditions. ALL vendors are responsible for booth supplies (tables, chairs, tent, etc.). Electricity is limited, so plan on not having access to a power source.

EXHIBIT: All items being exhibited or displayed **MUST** be contained in the booth space assigned. No items, solicitation, or set-up shall take place outside the assigned booth space.

WEATHER: Party on the Pavement will not be cancelled because of rain. This is an outdoor event so be prepared for any type of weather. Tents, canopies and pop-ups must be secured to withstand the weather.

CERTIFICATE OF INSURANCE: A current Certificate of Insurance is required for all vendors naming Downtown Racine Corporation as an additional insured. The Certificate of Insurance is required before set-up. Contact your insurance company to acquire a Certificate of Insurance.

REQUIREMENTS: The vendor will be responsible to be open during the entire event. You cannot vacate early. Your booth must be neat, attractive and well-maintained. You are responsible for setting up, maintaining, and removing your own booth, your merchandise and your trash.

CONTACT DRC: Andrew Ward, Event Planner & Public Relations Manager Phone: 262.634.6002 Email: <u>award@racinedowntown.com</u> Mailing Address: 425 Main Street, Racine, WI 53403

GENERAL INFORMATION - Procedures, Conditions & Rates

This document contains pertinent rules and regulations that govern the operations of Party on the Pavement (POP) sponsored and hosted by the Downtown Racine Corporation (DRC).

We are extending invitations to exhibitors who submit fully executed applications with required enclosures and payments (see application page) by the August 23, 2019 deadline. Priorities for space will be reviewed based on past participation, date of receipt of fully executed application and type of exhibit/activity.

DRC strives to maintain a balance and diversity in exhibitor offerings. All exhibitors and applications are reviewed so that we may maintain this balance. Our goal is to keep standards high and promote a safe, successful and fun festival. The policies and regulations set forth in this document are designed to maintain order and to regulate activities on the festival site. Regulations will be enforced.

PROCEDURES

The following application and agreement must be fully completed, signed and returned with the following enclosures in order to be considered for participation:

- 1. Detailed list of all proposed merchandise sold, or activities to occur, at Commercial Vendor booth space.
- 2. \$300 vendor fee with a completed and signed application by August 23, 2019. If the Commercial vendor fee is not paid by August 23, 2019, the exhibitor fee will be \$400.
- 3. Certificate of Insurance naming Downtown Racine Corporation as an additional insured.
- 4. Signed and dated AFFIRMATION & LIABILITY RELEASE

CONDITIONS

- 1. All locations will be assigned by DRC staff and POP volunteers. While written location requests will be considered, placement will be at the sole discretion of DRC staff and POP volunteers. Use of festival space is strictly limited to assigned location. All locations are subject to change and vendors may be asked to change locations on the day of the event.
- 2. With the exception of specified setup/load-in and breakdown/load-out times, vehicles will not be permitted in the event site. Vehicles will be removed immediately when asked to be by DRC staff and POP volunteers.
- 3. No Exhibitor Shall:
 - a. Attract attention to his booth by hawking or crying out.
 - b. Allow any waste, garbage or any other refuse to remain in or near his space after the closing hours of the POP festival.
- 4. Exhibitors are not to begin tearing down their display until Saturday at 7:00 p.m. Booths must remain open until event closing. Leaving early makes the festival look in disarray; and exhibitors who leave early will not be invited to participate in the future.



2019 Party on the Pavement - Saturday, September 21, 2019 Commercial Vendor Application

Please complete and return this form along with your payment, Affirmation & Liability Release Form and Certificate of Insurance.

Business/Organization Name:			
Contact Name:		Phone:	
Street or PO Box:			
City:	State:	Zip:	
E-mail Address (required):			
Commercial Merchandise or Activity:			

Were you an exhibitor last year / Do you want the same space?_____

The deadline is August 23, 2019. Vendor hereby requests permission to display and sell the products listed above. Vendor understands that DRC and Party on the Pavement, reserves the right to approve any product/item a vendor may wish to sell or dispense as well as limit the number of concessions selling the same products. Vendor may not bring items to the Festival unless previously approved. On the day of the festival, DRC staff and POP volunteers will be monitoring compliance.

I have read and understand and will abide with Party on the Pavement 2019 general information, procedures, rates and conditions.

By signing this application, I acknowledge that the festival is subject to various weather conditions and state and federal safety and health regulations. **No refund of application fees**. Booths must remain open until closing.

Applicant Signature:	 Date:	

Please Print Name: ______

The above named has read and understands the general information, procedures and conditions and seeks admission as a concessionaire.



2019 Party on the Pavement - Saturday, September 21, 2019 AFFIRMATION & LIABILITY RELEASE

I, _______, hereby affirm that I have been well advised and thoroughly informed of the inherent hazards and policies of the event. I know that by participating in the 2019 Party on the Pavement festival, I am exposing myself to certain known and unknown liabilities in my direct and indirect actions with the public and invitees of this event. I also understand that if I choose to hire help for the event, that I am directly responsible for their actions or injury. I hereby personally assume all risks associated with my voluntary participation in this event for any harm, injury or damage that may befall me or any employee or temporary help, as a result of my participation, whether foreseen or unforeseen.

I understand and agree that Downtown Racine Corporation, located in Racine County in the state of Wisconsin, their members and/or directors and officers may not be held liable in any way for any occurrence in connection with my participation in the 2019 Party on the Pavement festival that may result in injury, death, or other damages to me or my family, heirs, or assigns, and in consideration of being allowed to participate in this event, I hereby personally assume all risks in connection with said event for any harm, injury, or damage that may befall me, including all risks connected therewith, whether foreseen or unforeseen; and further to save and hold harmless said event and persons from any claim by me, or my family, estate, heirs, or assigns arising out of my participation in this event.

I further state that I am of lawful age and legally competent to sign this affirmation and release, or that I have acquired the written consent of my parents or guardians; that I understand the terms herein are contractual and not a mere recital; and that I have signed this document of my own free will.

It is my intention by this instrument affirmed by my signature below to exempt and release Downtown Racine Corporation, the Party on the Pavement festival and their members, directors and officers from all liability whatsoever for personal injury, employer's liability and workers' compensation, property damage or wrongful death arising out of or in the course of my participation in this event.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AFFIRMATION AND RELEASE BY READING IT BEFORE I SIGN IT.

Exhibitor/Vendor Name

Signature of Participant

Date

Print Name