

12–6 PM Havre de Grace, Maryland

Saturday, August 12, 2023

12:00 pm to 6:00 pm Friends-Concord Point Lighthouse 700 Concord Street, Havre de Grace, MD 21078

# ARTS, WINE, JAZZ & SOUL FESTIVAL VENDOR CONTRACT

Please join us for the Sixth Annual Arts, Wine, Jazz & Soul Festival Fundraiser along the beautiful Susquehanna River.

Deadline for submitting yo Applications are on a fi Your space is not guaran	rst-come – firs	t-served basis	
Payment options: PayPal: hdgcoloredschool@gmail.com or PayPal App QR Code: Cash App: \$coloredschool, or mail a check payable to: Havre de Grace Colored School Museum and Cultural Center, Inc., 555 Alliance Street, Havre de Grace, MD 21078 or email completed form to hdgcoloredschool@gmail.com			
COMPANY NAME:			
ADDRESS:			
CITY:	STATE:	ZIP:	
TELEPHONE NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:			
CONTACT PERSON:			
WEBSITE (if applicable):			
BEST TIME TO REACH YOU:			_
<b>Contract between</b> as VENDOR) and The Havre de Grace Color Wine, Jazz & Soul Festival (hereafter know	ed School Mus	eum and Cultural Center	(HCSMCC), Inc. Arts,

Both parties agree as follows:

# Vendor Contract 2023

A. VENDOR FEE - Annotate the applicable fee below (paid by PayPal, Cash App or check on first-come first-served basis -see payment links/information above):

Arts/Craft Vendors: \$75 Wine Vendors: \$100

Food Vendors: \$150

#### B. RESPONSIBILITIES OF THE FESTIVAL

1. **RESPONSIBILITIES OF THE FESTIVAL** is to provide Access ID (Participant Passes for VENDORS and all personnel attending the event). Upon receipt of this Agreement and booth rental fee, THE FESTIVAL will guarantee each approved VENDOR a space at the event. VENDORS are allowed to select their space on a first-come first-served basis the day of the festival.

2. **VENDOR** is required to set-up their booth on Saturday, August 12, 2023, between 7:00 AM and 11:00PM or unless other arrangements can be made for an earlier set up date/Time. Teardown may not begin until the conclusion of the event (6:00 PM) on Saturday, August 12, 2023.

3. Electrical outlets are not available. VENDORS are responsible for arranging for any electrical and phone line requirements for booths at their own expense.

4. **BOOTH(S):** 10'X10' foot space is provided as a first come first come basis. Tables, chairs, and tents are not included.

5. **THE FESTIVAL** reserves the right to cancel contracts for items deemed to be obscene, indecent language or illegal.

6. **ALL VENDORS** MUST maintain their space in a clean and sanitary condition and dispose of all waste in the provided dumpster before leaving the festival.

7. **VENDOR** agrees to operate in accordance with regulations set forth by the State and Federal Agencies and must be individually permitted to operate by the State of Maryland/Harford County.

8. **VENDOR** is responsible for paying all applicable federal, state, and local taxes. VENDOR is required, by law, to obtain and display a valid tax certificate if applicable. A copy of such certificate must be on file with THE FESTIVAL.

9. **VENDOR** agrees to pay all fines/penalties levied to VENDOR and to reimburse THE FESTIVAL for any fines/penalties levied to THE FESTIVAL because of the VENDOR'S non-compliance with any Federal, Maryland State, or local law including, but not limited to, DEV, OSHA, FCC, DOL, DOH, and EPA.

10. **WINE AND SPIRITS VENDORS** agree to allow sampling of their products to individuals with designated armbands and wine glass. The designated armbands and wine glass are provided to individuals that have been pre-screened to meet age requirements. Vendors will not allow sampling or purchasing of their products to anyone without the designated armband and wine glass.

The Havre de Grace Colored School Museum and Cultural Center, Inc. Page **2** of **4** 

## Vendor Contract 2023

11. **WINE AND SPIRITS VENDORS** will allow participants to sample their products first before requiring them to purchase a full glass.

12. **FOOD VENDORS:** In order to process your application, all vendors, including those who offer samples of food, must have all necessary Health Department Permits including Food Vending License or Food Truck License and carry your own insurance. For additional information, contact the Harford County Health Department at: https://harfordcountyhealth.com/ for requirements.

13. **FOOD VENDORS:** Must have an appropriate Hand Washing Station, including temporary food stands. Please see the link for information: https://www.youtube.com/watch?v=VCFp\_3mpGv0

14. **FOOD VENDORS** preparing food shall make sufficient plans to dispose of grey water and/or grease through approved methods. Grease and grey water cannot be dumped in trash receptacles, flower beds, drains, grass, etc.

15. **FOOD VENDORS MUST** have a separate container for any food trimmings. No grease, cooking oils or leftover food will be dumped in the trash cans or on the grounds AT ALL. Please make plans to carry these items out with you. Food vendors MUST have a protective barrier or receptacle under working areas to catch any grease/oils spills. Violation of this is a direct breach of this agreement. Day of inspections by Harford County Health Dept. will be carried out.

16. ALL VENDORS – Any support vehicles are not allowed on the grass.

17. **THE FESTIVAL and VENDOR** shall remain independent contractors, and nothing contained herein or done pursuant hereto shall be construed to create any relationship of principal and agent or employer and employee between THE FESTIVAL and VENDOR to make joint ventures.

18. **INSURANCE – ALL WINE, SPIRITS, AND FOOD VENDORS** must provide proof of Commercial General Liability Insurance for the limits of not less than the following:

Commercial General Liability Insurance

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)

\$500,000 Damage to Rented Premises

\$500,000 Medical Expenses

\$1,000,000 Personal and Advertising Injury Limit

\$2,000,000 General Aggregate per Project

\$2,000,000 Products-Completed Operations Aggregate

\$1,000,000 Liquor Liability (Wine and Spirit vendors only)

The Certificate of Insurance (COI) must be emailed to <u>hdgcoloredschool@gmail.com</u> on or before June 24, 2023. List the following as additional insured:

The Havre de Grace Colored School Museum and Cultural Center, Inc. 555 Alliance Street, Havre de Grace, Maryland 21078 Friends-Concord Point Lighthouse 700 Concord Street, Havre De Grace, MD 21078

The Havre de Grace Colored School Museum and Cultural Center, Inc.

Page 3 of 4

### Vendor Contract 2023

19. Although HCSMCC does not endorse any specific insurance carrier, vendors have found affordable festival policies at Artisan, Crafters and Tradesman Insurance.

20. Upon submitting this vendor application/agreement form, I hereby agree that I have read and understood the terms laid out in this Vendor Application Form. I certify that I have the legal right to bind the above-mentioned company into this agreement.

Signature:

Date:

Please provide brief description of your business to appear in print media. Also forward a jpg. or pdf. copy of your business logo to hdgcoloredschool@gmail.com. This information is needed on or before June 24, 2023:



The Havre de Grace Colored School Museum and Cultural Center, Inc. Page **4** of **4**