

SOMERS POINT BAYFEST

BAYFEST 2009
12 Bucknell Road
Somers Point, NJ 08244

January 15, 2009

Dear Crafter,

We're getting the ball rolling again this year we expect Bayfest 2009 to be even better than last year. Last year we had great weather with a large crowd. Our expanded festival has been filling up faster every year our goal is to continue to make it larger. We have developed a great website www.somerspointbayfest.org.

The Bayfest Committee is working towards a paperless application process. I am developing an email mailing list so we may be able to communicate with everyone faster and more cost effective. If you are comfortable with using email please include your email on the application and I will send your confirmation back via email.

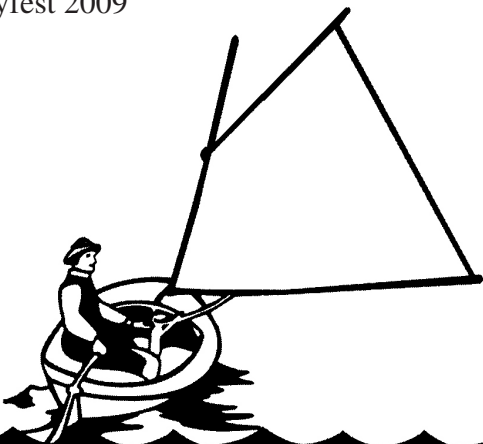
Again we'll be part of a fun-filled day that includes lots of food, music, kids' activities, and environmental exhibits. Over 125 crafters will exhibit their work.

Please plan to join us. To do so, just read and fill out the attached contract application completely. Return the application with your check for \$130.00 per space to:

Bayfest 2009
12 Bucknell Road
Somers Point, NJ 08244

Spots fill quickly. So don't delay. We will do our best to accommodate you with the space you would like.

Heidi Hibbs
Chairperson
Bayfest 2009



www.somerspointbayfest.org

Somers Point Bayfest Committee

WHERE: Bayfront Historic Preservation District
Bay Avenue, Somers Point
WHEN: Saturday, April 25, 2009 (No Raindate)
10:00 AM to 5 PM
FEE: \$130.00 (non-refundable)

CONTRACT & TERMS OF AGREEMENT

The City of Somers Point and co-sponsors will not be responsible for any injury or loss that may arise or come to the lessee of his/her property for any cause while said person or property is on display, or during arrival or departure.

Crafters must be set up by 10:00 AM and remain until closing at 5:00 PM. Crafters shall not leave space unattended during show hours. Packing to close exhibit shall begin at 5:00 PM and finished by 6PM. The street reopens at **6PM NO EXCEPTIONS**. If weather becomes a problem, crafter must obtain permission from the Chairperson to break down early.

Co-sponsors do not provide insurance. Any insurance must be contracted for by the crafter with his/her own insurance agent.

All work must be the original work of the crafter. **NO MANUFACTURED ITEMS MAY BE SOLD**. Any article not meeting this criterion will be subject to removal by the Chairman. All decisions are made by the Committee.

Space may be used for selling only those items described in the crafter's application.

All crafters **must submit** a picture of their display by email or regular mail. An emailed picture will allow us to be able to get you display easier to the website. This is a requirement even if you have been with us before. Please email the pictures to **www.hhibbs@comcast.net**.

Registrations are not transferable. Spaces may not be shared. Each crafter must register separately.

Crafters shall keep their spaces in good order; no empty cartons or litter should be visible; the area around the tables should be neat appearance and **CRAFTERS MUST CLEAN THEIR AREA AT THE END OF THE SHOW**.

All crafters must provide their own tables, racks, and chairs.

The full amount of the rental fee must be paid and sent with the signed contract. Checks are payable to: **Somers Point Bayfest Committee**. The fee is not transferable or refundable.

Each crafter shall receive one 12' space to display work. Spaces will be assigned in the order that applications are received.

Applications will be taken on a space available basis. Crafters will be notified by mail or email of their acceptance, space assignment, and unloading information.

Parking will be available at off-street locations. Parking pass required.

Publicity will be provided in local and out-of-state publications, posters, flyers, radio, and cable television.

FILL OUT COMPLETELY AND RETURN

**** DO NOT WRITE "SAME AS LAST YEAR" ****

I agree to observe the terms of the contract for Bayfest 2009

NAME _____ SIGNATURE _____

ADDRESS _____

EMAIL ADDRESS _____

TAX ID # _____

PHONE (H) _____ PHONE (B) _____

DESCRIPTION OF CRAFT _____

PHOTO MUST BE ATTACHED OR EMAILED FOR ALL CRAFTERS.

RECEIVED _____

SPACE _____

FOOD VENDOR, EXHIBITOR AND SPONSOR GENERAL RULES AND REGULATIONS

Payment of sponsorship fee must be received by March 7, 2009. All space subject to availability. **Sponsorships received after March 7, 2009 are not guaranteed exhibit space or inclusion in Bayfest advertising.**

Food vendor, exhibitor and sponsor spaces are pre-assigned by the Bayfest Committee. Wherever possible, space assignments will be made by the Bayfest Committee in keeping with preferences of the individual. **The Bayfest Committee, however, reserves the right to make final determination of ALL space assignments in the best interest of the festival and reserves the right to reconfigure spaces.**

Spaces **ARE NOT TRANSFERABLE**. No food vendor, exhibitor or sponsor shall assign, subdivide or share exhibit space with any other organizations unless approval, in writing, has been obtained from the Bayfest Committee nor are they permitted to feature names or advertisements of non-sponsor business in their space display, except parent or subsidiary companies.

Food vendors, exhibitors and sponsors must participate the full day. Early break down is not permitted. Sponsors will receive **ONE** vehicle permit for free parking at a pre-assigned lot. Sponsors must enter at the designated street entrance only and must have their **VEHICLE ACCESS PERMIT** displayed in the driver-side corner of the windshield. Only one vehicle per sponsor is allowed. Food vendors, exhibitors and all other sponsor volunteers can use the Bayfest free shuttle service available throughout the City of Somers Point or find parking at their own discretion. Do not block pedestrian traffic, sidewalks, residential walkways, emergency vehicle access or park in "no parking" posted sign areas.

All spaces are pre-assigned. Food vendors, exhibitors and sponsors are to report to the Bayfest site to be directed to their space(s). Configuring spaces to accommodate large displays items, for example automobiles, must be discussed and pre-approved by the Bayfest Committee. The Bayfest Committee reserves the right to assign all spaces and all decisions are final.

Set up times are from 7:00am to 8:30am, ONLY. All vehicles must be removed from Bay Ave. by 8:30am. Vehicles are not permitted on Bay Ave. during the Bayfest hours for any purpose. There will be no exceptions. No food vendor, exhibitor or sponsor is permitted to set up on Bay Ave. before 7:00am. There is no rain date.

Food vendors, exhibitors and sponsors are charged with the knowledge of and compliance with all local, county and state laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in Bayfest.

Posting of signs, distribution of literature and selling of items outside an exhibit booth **ARE NOT PERMITTED**. Food vendors, exhibitors and sponsors must stay within their allotted spaces. No merchandise storage outside of exhibit booth is allowed. Do not block pedestrian traffic, sidewalks, residential walkways and emergency vehicle access.

Food vendor and exhibitors must comply with the New Jersey Sales Tax Laws and all other applicable local, county and state regulations. Food vendors and exhibitors conducting sales must have a Valid New Jersey Sales Tax Card available for display and are responsible to comply with all sales tax regulations for the charging, collection and remittance of sales tax fees to the New Jersey Division of Taxation. **To obtain New Jersey Sales Tax Card call the state: (609) 588-2200.**

Food vendors, exhibitors and sponsors must maintain the cleanliness and neatness of the spaces at all times. They must provide standard 30-gallon trash bags and must place all their trash on the curb behind their space. All spaces must be and free of debris at the conclusion of Bayfest.

Food vendors are required to submit a refundable deposit check of \$100.00, in addition to their space cost. At the end of Bayfest, members of the Bayfest Committee will inspect all food vendor spaces to determine the cleanliness of the area. If the Bayfest Committee members determine the space is not cleaned properly, the Bayfest Committee WILL NOT return the deposit check.

All property of food vendors, exhibitors and sponsors remain under their custody and control in transit to and from the Bayfest site, while stored outside the Bayfest site and while within the confines of the Bayfest site. Neither the Bayfest Committee Members, contractors, nor any officers, staff members or assigns of the Bayfest Committee shall be responsible for the safety of the property of the food vendors, exhibitors and sponsors or from theft, damage by fire, accident, vandalism or other causes. It is recommended that they obtain adequate insurance coverage, at their expense, for property loss or damage and liability for personal injury.

Each food vendor, exhibitor and sponsor agrees that it will indemnify and hold harmless of, from and against all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgment's recovered from or asserted, together with all costs in connection with the defense thereto, including attorney's fees, against Bayfest Committee, the City of Somers Point, NJ, and their agents or assigns, on account of injury or damage to person or property. The Bayfest Committee shall not be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, weather, acts of God, public enemy riot, civil commotion or other insurable casualty and food vendors, exhibitors and sponsors expressly waive any claim of liability against the other party hereto with respect to such loss or damage. Accordingly, it shall be the responsibility of the food vendor, exhibitor and sponsor, respectively, to secure insurance or otherwise protect itself and its property against such loss or damage.

The Bayfest Committee reserves the right to restrict the operation or evict completely any food vendor, exhibitor or sponsor which, in its sole opinion, detracts from the general character of the Bayfest as a whole. This includes, but is not limited to, a food vendor, exhibitor or sponsor use of noise, flashing lights, objectionable method of operation or display. Use of so-called barkers or pitchman is strictly prohibited. Food vendors, exhibitors or sponsors in violation of the Bayfest rules and regulations will be in default of this agreement and will forfeit entry in the event and must vacate their space. The Bayfest Committee **SHALL NOT BE** responsible for the remuneration of any fees or any expenses incurred by food vendors, exhibitors or sponsors in default of this agreement.

I, the undersigned, agree to become part of the Somers Point Bayfest. I agree to comply with all rules, regulations, guidelines, terms and agreements of the Somers Point Bayfest.

Signature: _____ Print Name: _____ Date: _____
Title: _____ Company: _____