

**Separation Day and BBQ Competition at Battery Park, New Castle, Delaware
Vendor/Exhibitor Application**

DATE: June 12th 2021

MARKET HOURS: Saturday, June 12th Noon til 6:00pm

Name _____

Address: _____

City _____ State _____ Zip _____

Primary

Contact _____ Position _____

Work Phone _____ - _____ - _____ Day Phone _____ - _____ - _____ Cell Phone _____

Email _____ Company Website: _____

What type of Vendor:

Non-Profit _____ **For Profit Vendor** _____

PLEASE DESCRIBE THE NATURE OF ITEMS YOU WILL BE OFFERING FOR PURCHASE OR GIVING AWAY:

10ft X 10ft - For Profit Vendor space available:\$175.00

All vendors provides own tent, tables and chairs.

\$10 per additional foot

10x10 ft Non-profit space available:

\$25 for New Castle Non-Profit

All other Non-Profit space is available: \$50

All vendors provides own tent, tables and chairs.

GRAND TOTAL \$ _____ Application Due by April 1, 2021

In order to process this application, the agreement must be signed, dated and returned. Any applications received without the agreement signed will be considered void and will not be processed. No application is complete without payment, and Separation Day reserves the right to refuse any applicant for any reason without cause.

Signed: X _____

Date: _____

Return payment and form to:

Event Allies c/o Julie Wenger 164 Christina Landing Drive

Wilmington, DE 19801

Date payment received _____ Agreement Signed: _____ # of Spaces _____

Amount Paid \$ _____ Web link: _____

Vendor Rules:

1. **Separation Day Vendors** must provide their own tent, tables and chairs. Set up begins at 8:00 a.m. All vendors are required to be set up by 11:30 a.m. Event begins at noon after the conclusion of the parade. Event Coordinator reserves the right to assign all spaces.
2. There is no refund policy and the event is held rain or shine.
3. Vendors shall not sublet their space to anyone.

4. Vendors are solely responsible for the security of all items in their booth at all times.

5. Vendor agrees and acknowledges that pets, amplified sound, and barbeque grills within or around your designated booth space is strictly prohibited. Violations shall be considered a material breach of this agreement and shall result in immediate termination and forfeiture of any and all fees paid.

6. Vendor participant certifies that it maintains adequate liability insurance to cover any and all occurrences that may result in the damage or injury to any person who may be a patron within the confines of the Vendor participant's booth space.

7. Vendor acknowledges and agrees to only utilize such space contained within the confines of its booth, for any sales, distribution, or other solicitation-- out of fairness and consideration of all event participants.

8. Vendor acknowledges and understands they are responsible for sales and use tax and shall in no way hold Separation Day or its representatives responsible for any type of permits other than for the festival itself. Vendor is responsible for the acts, and all costs associated with any and all its employees and volunteers.

9. The location is central to state traffic, easy to navigate and well lit. The Event Coordinator will reserve the right to use complete discretion placing Vendors in a booth location. The coordinator shall have sole and complete authority to place the participant in any location on the Event grounds, and makes no representation (nor guarantee any volume) of "foot-traffic" of Event Guests. Coordinator cannot speculate, nor control, the popularity of one area over another.

10. We cannot make representation or guarantees towards actual Event attendance.

11. Upon vacating booth space(s) , Vendor will ensure undersigned space shall be free of any and all trash or refuse with such being placed in the appropriate containers. Failure of the Vendors to clean booth site(s) will result in future denial of participation.

12. Vendor acknowledges and agrees not to display materials of an adult nature, which minors may consider obscene or objectionable for view. Violations shall be considered a breach of agreement and shall result in immediate termination and forfeiture of any and all fees paid.

13. Vendors are required to stay until the Vendor Village area is closed at 6:00 pm.

Separation Day reserves the right to prohibit within any Vendor booth (or on Event grounds) the display, advertisement, or promotion of any business, company, or organization which may be in conflict with a current Event sponsor or preferred vendor. Questions with regard to current sponsors or preferred vendors shall be directed to Julie Wenger prior to the event at jwenger@eventallies.com

The Historic New Castle Colonial BBQ Competition
FESTIVAL FOOD VENDOR APPLICATION

DATE: June 12, 2021
HOURS: Saturday, June 12th noon til 9:30 pm
LOCATION: Battery Park, New Castle, Delaware

FOOD VENDORS:
10 X 20 spaces --- \$350.00 (\$10 per additional foot)

As a food vendor, you must complete and forward the attached Application In order to operate A Temporary Food Service Facility application to the New Castle Health Department along with the appropriate fee. All rules and regulations of the New Castle Health Department must be adhered to during the festival. You will be checked!

FOOD VENDOR AGREEMENT:

Name of Business _____ Date _____

Name of Vendor _____

Address _____

Cell Phone Number _____ Phone Number _____

Business License Number _____ Email Address _____

Item(s) being sold: _____

If your operation is from a mobile unit, please give dimensions: _____ ft. x _____ ft.

Booth space rental: 10' X 20' \$ _____

What is required? _____

TOTAL DUE \$ _____

Application Due by April 1, 2021

Any modification of this agreement shall be null and void unless said modification is set forth in writing by the said parties.

This agreement incorporates all agreements and understandings, either oral and or written, between the parties and has not excluded any term contemplated prior to the signatures of the parties. This agreement has been read, understood and entered into freely, voluntarily and absent of duress by the parties signed below.

Signature of Vendor _____

In order to process this application, the agreement must be signed, dated and returned. Any applications received without the agreement signed will be considered void and will not be processed. Payment must accompany application. The Historic New Castle Colonial BBQ committee reserve the right to refuse any applicant for any reason with or without cause.

Make check payable to: Event Allies
Return payment and form to: Event Allies, 164 Christina Landing Drive
Wilmington, DE 19801
Contact for food vendors: JulieMiroWenger@gmail.com