

# The Historic New Castle BBQ Competition at Battery Park, New Castle, Delaware Arts & Crafts Application

**DATE:** June 7 & 8, 2019

**MARKET HOURS:** Friday, June 7th 4pm – 10pm and Saturday, June 8th 10am – 8pm

Company Name \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Primary Contact \_\_\_\_\_ Position \_\_\_\_\_

Work Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Day Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Cell Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ E Mail: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10ft X 10ft - \$175.00 Vendor provides own tent, tables and chairs. \$10 per additional foot  
*Non-profit space available, Vendor provides own tent, tables and chairs.*

GRAND TOTAL \$ \_\_\_\_\_ (**New Castle Charities Application Due by April 1, 2019**)

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 Historic New Castle BBQ reserves the right to refuse any applicant for any reason without cause.

Signed: X \_\_\_\_\_

Date: \_\_\_\_\_

Return payment and form to:

**Historic New Castle BBQ Competition** c/o Sandy Fulton 8139 Harmon Landing Rd.  
Snow Hill, MD 21863

Date payment received \_\_\_\_\_ # of Spaces \_\_\_\_\_

Amount Paid \$ \_\_\_\_\_ Agreement Signed: \_\_\_\_\_

Web link: \_\_\_\_\_

Vendor Rules:

1. **Historic New Castle BBQ Vendors** must provide their own tent, tables, chairs and extension cords (if power is requested). If Vendor fails to appear at the Event and claim their reserved space by 1:00 pm, Friday, June 7th, the Event Coordinator reserves the right to assign and/or resell space to another Vendor without further notice. No refund will be given to the undersigned Vendor. If it is necessary to arrive later than 1:00 PM, it is the responsibility of the undersigned vendor to make arrangements with Event Coordinator. (If vendors need to make move-in arrangements, call Sandy Fulton-410-726-1881 or email Sandy Fulton: SandyFulton720@gmail.com)

2. Cancellations and/or Refund Policy: A 75% refund will be given with a written request received by June 6th 2019 IF the space can be filled from an approved waiting list. No Shows: no refunds will be given.

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, and may not market unauthorized **Historic New Castle BBQ** merchandise.

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. Signs/Banners/Tents shall be made of a flame retardant material. Proof of such fire retardant rating shall be made available to the County Fire Marshal upon request. Failure to have such fire retardant rating information available could result in the immediate closure of the Vendor's operation until such information is satisfactorily provided. Any loss or damages by Vendor are hereby waived against the coordinating non-profit association, for failure to have such information readily available for inspection by the Fire Marshal.

7. 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.

8. Vendor acknowledges and agrees to only utilize such space contained within the confines of its booth, and not to extend beyond 3 feet directly in front of its booth, for any sales, distribution, or other solicitation-- out of fairness and consideration of all Event participants.

9. Vendor acknowledges and understands they are responsible for sales and use tax and shall in no way New Castle BBQ 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.

10. 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.

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

12. 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 boothsite(s) will result in future denial of participation.

13. 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.

**Historic New Castle BBQ** 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 Event Committee Chairman prior to the event