

2003 Unity Festival

Policies and Procedures for Vendors and Exhibitors

The Unity Festival is sponsored by Community United Today, Inc. and governed by the UNITY Festival Development Committee. All vendors must be approved by the UFDC and must agree to abide by the guidelines herein specified.

1. Vendors:

Four categories of vendors are recognized. Each vendor must meet the criteria for one category defined below:

- **Commercial Food Vendor**- has an established business/location; routinely sells food items to the general public; and/or has a full service permit issued by a state Department of Health Office.
- **Private/Not-for-Profit Vendor**- is a church, other non-profit agency or an individual who does not have an established food business/location; does not routinely sell food items to the public and is selling food items on a temporary basis for this event. Must have Department of Health Certificate.
- **Product/Craft Vendors**- commercial, private, or non-profit individuals or groups selling products, arts, crafts, or services; may have demonstrations, displays, or activities related to specific products, but the emphasis is on the sale of products or wares.
- **Not-for-Profit Exhibitors**- Not-for-Profit community service agency which will promote their services and give information; may have demonstrations, displays, screenings, or activities that relate to the services promoted. May not sell products or services

2. Application:

A vendor application must be completed, including a full list of items, products, services to be sold, distributed free, or sampled; or demonstrations or activities to be performed at the vendor booth. These must be approved by the UFDC prior to the start of the festival. To diversify exhibits, UFDC reserves the right to exclude vendors with duplicate products or services. The sale of alcohol or alcoholic beverages is strictly prohibited. The sale or free distribution of balloons is also prohibited.

3. Fees:

Commercial Food Vendors.....	\$ 125
Private/Not-for-Profit Food Vendors..	\$ 50
Product/Craft Vendors.....	\$ 50
Not-for-Profit Exhibitors.....	\$ no charge

A fee must be submitted with the Vendor application and received by **Monday June 2, 2003**. This fee entitles the vendor to a 10x10 space for products or services. Vendors may supply their own tents. The maximum size allowed is 10x10. Limited tent space may be offered by UFDC on a first come, first serve basis.

The application fee will be refunded only if the UFDC rejects the application. Refund of the fee minus a 25% cancellation charge will be made only if the vendor notifies the UFDC of cancellation by August 23, 2003. Cancellations must be made in writing, by certified mail, and received in the UFDC office by August 23, 2003.

4. Permits/Certificates/ Taxes:

Vendors are solely responsible for collecting and paying appropriate taxes. All food vendors (commercial and private/Not-for-profit) MUST obtain a "Temporary Food Service Permit" (issued by the Ontario County New York State Department of Health.) and any other permit as required for operating in such capacity. Permits must be displayed at the booths of vendors during festival hours.

For a permit application and guidelines, contact: **New York State Department of Health, Geneva District Office, 624 Pre-Emption Road, Geneva, New York 14456. Phone: 315-789-3030.** Allow 1-2 weeks for processing of applications once submitted.

5. Location:

The UFDC will determine the location of all booths and display tables. Only one vendor may operate in each 10x10 space. Space may not be reassigned or sublet. Vendors may not distribute, display, or sell items from any other business or organization other than the one specifically contracted with the UFDC.

6. Vendor Signs:

Each vendor must supply its own sign. Only one sign or banner is allowed on the outside of each tent, table, or area. The sign should be neat, professional-looking (preferably, professionally printed). No hand-lettered signs are allowed. It should contain only the name of the vendor. No signs or banners for other products, services, or organizations may be posted anywhere outside or inside the designated vendor area. The UFDC reserves the right to remove any sign or banner that is not acceptable.

7. Other General Guidelines for Vendors:

- a. Vendors must provide table covers, skirts or appropriate draping for tables. No bare tables are allowed.
- b. Vendors must keep boxes and cartons out of sight.
- c. Vendors must provide their own shelves, display racks, etc.
- d. Vendors must make their own arrangements for the transport of their products, equipment, etc. to and from their exhibit space. UFDC personnel are not available to assist, and the festival cannot provide storage space for products, equipment, literature etc. for vendors.
- e. Vendors must take full responsibility for set-up and take-down of all items related to their exhibit. UFDC will establish set-up and take-down times.
- f. Vendors must have personnel present in their booths at all times during the festival operating hours. (Friday, 4-11 p.m. and Sat. 12noon - 10 p.m.).
- g. Vendors may not open or close earlier or later than the official operating hours without the express approval of the UFDC.
- h. Vendors must keep all displays, merchandise, etc. within the confines of their tent, or designated space.
- i. Vendors must maintain a neat and clean area in and around their space.
- j. Vendors are responsible for cleaning up their space and any debris generated by their exhibit.
- k. Vendors may not peddle, sell, or advertise outside their assigned area.
- l. Vendors may not distribute literature or other items to passers-by while standing outside their assigned area.
- m. Vendors may not have music or conduct activities that may be disruptive to neighboring vendors, or passers-by. The UFDC reserves the right to make such determinations.
- n. Vendors must return the space to its pre-festival condition. If repairs or cleaning costs are incurred and the UFDC determines the vendor responsible, the vendor will be billed for the cost.
- o. Vendors must comply with festival parking regulations.
- p. No vehicles (cars, trucks, trailers) of any type may be driven on the grass or sidewalks or parked on or near a vendor's location during festival hours.
- q. Vendors are to follow the loading and unloading procedures as directed by the UFDC.
- r. Vendors must operate in a professional manner. The UFDC reserves the right to expel any vendor or their personnel who fail to do so.
- s. Vendors are solely liable for equipment (installation, operation, teardown) and any other personal property at the festival. The vendor represents that he or she has insurance coverage for items to cover loss due to vandalism, theft, or any other casualty. Security will be provided by the UFDC at specified designated times; however any losses due to fire, theft, or any other casualty is the sole responsibility of the vendor. It is specifically agreed that the UFDC, The Geneva Recreational Department, Community United Today, Inc., the City of Geneva, the County of Ontario shall be held harmless for any claim of theft, vandalism, casualty or loss.
- t. Vendors agree to defend and indemnify UFDC, Community United Today, Inc., The Geneva Recreational Department, the City of Geneva, County of Ontario, their agents and employees, against any and all losses, expenses, claims, suits, damages, or causes of action whatsoever arising out of granting of the vendor contract, and against any order or decrees or judgments which may be entered therein, due to any injury to any person and/or property or loss of life sustained in or about the festival site and the buildings, tents, grounds, improvements thereon, or associated with the event during the term of this agreement, caused by the negligence or wrongful, intentional acts of the vendor, its employees or personnel or agents.

I understand and agree to abide by the above policies and procedures. Upon acceptance of my application, this form will be binding and will represent the terms of the contract.

Authorized person's name _____ position _____

Signature _____ Date _____

Accepted by (UFDC Representative) _____ Date _____