

Instructions –

- 1. Print out this Marketplace Vendor Application and Marketplace Vendor Agreement.**
- 2. Complete the Application and sign the Agreement.**
- 3. Mail all 4 pages, plus photos and a check payable to CarmelFest MarketPlace for the booth size selected to:**

**CarmelFest MarketPlace
c/o Kay Thompson
10680 Highland Drive
Indianapolis IN 46280**

- 4. Upon receipt, I will email you and let you know that I've received your packet, and whether you have been approved to be a participant.**
- 5. If approved, CarmelFest will deposit your check and you will receive information about your booth location the week of June 28th via email.**
- 6. If you are not approved, I will return your check by USPS mail the next day.**

Questions? Please email me at kay@carmelfest.net.

MarketPlace Vendor Application

NAME OF VENDOR: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON(S): _____

CELL PHONE NUMBER AT WHICH YOU CAN BE REACHED DURING THE FESTIVAL:

E-MAIL TO WHICH YOUR DOCUMENTATION WILL BE SENT:

FOR PARKING PURPOSES, WE NEED TO KNOW IF YOU WILL BE BRINGING:

A CAMPER? _____ A TRAILER? _____
YES/NO YES/NO

WILL YOU NEED ELECTRICITY? YES _____ NO _____

If yes, please let us know what you will be using it for (lights, fan, etc.): _____

If no, you WILL NOT BE PROVIDED ELECTRICITY.

All vendors must include the following information for this application to be considered:

1. A complete, detailed list of the merchandise, products, services or information you will be selling or promoting at your booth. You will be **strictly** limited to this list during the event. (Feel free to attach additional pages to your application.)
2. Photograph(s) of the merchandise, informational materials and your booth or display.

Categories for vendors in the MarketPlace – please choose the appropriate category:

- A. General Merchandise – Vendors who will be selling specific hand-held items from their booth. _____
- B. Retail Merchants – Vendors who will be promoting their products in their booth but not selling items. _____
- C. Not-for-Profits – Vendors who will be promoting their services in their booth. _____

There are 3 booth sizes available. Please select which size you would like:

10x10 feet \$250.00 _____

10x15 feet \$350.00 _____

10x20 feet \$450.00 _____

TOTAL FEE TO BE PAID UPON ACCEPTANCE

\$ _____

Carmelfest 2021

Marketplace Vendor Agreement

This agreement is made this _____ day of _____, 2021, by and between The Carmel Rotary Club, an Indiana not-for-profit corporation, d/b/a CarmelFest 2021, hereinafter referred to as the "Committee", and

(Please print name of Vendor)

hereinafter known as "Vendor".

WHEREAS, the Committee sponsors a festival known as Carmelfest 2021;

WHEREAS, the Vendor has requested the opportunity to participate in Carmelfest 2021;

Now THEREFORE it is agreed as follows:

- Product, Service or Information Provided.** The Vendor shall provide to the Committee a complete list and photographs of retail items to be sold, services to be promoted, or other promotional information to be distributed at Carmelfest 2021. The Committee shall, as soon as practical thereafter, inform the Vendor whether the proposed list of retail items, services or information is acceptable to the Committee as provided. Approval of Vendor's list by the Committee shall be construed as giving the Vendor a right to offer only these **specific** items, services or information. The Vendor agrees it will provide a sufficient quantity of each item on its approved list to fill orders from approximately 1:00 p.m. until 10:00 p.m. on Sunday, July 4, 2021 and from 1:00 p.m. until 10:00 p.m. Monday, July 5, 2021.
- Vendors Cannot** offer for sale, give away, donate or offer at no charge or discounted price any item which is offered for sale by an approved food vendor. **THIS INCLUDES WATER.**
- Alcoholic Beverages:** THE MARKETPLACE VENDOR SHALL NOT SELL OR MAKE AVAILABLE ANY ALCOHOLIC BEVERAGES.
- Location of Stand.** The Vendor shall set up its stand at the location specified by the Committee. Vendor may sell only from the stationary booth space – there will be no exceptions to this rule. You may not wander the festival selling items. Applications received and accepted after the venue has been filled will be put on a waiting list and placed as space is available. Booth allocations will be done as applications are approved and payment is received. The Committee reserves the right to relocate vendors, if it is deemed necessary.
- Set Up Time.** Set up is on Sunday, July 4, 2021 from 8:00 a.m. to 12:00 noon. **No vehicular traffic will be allowed in the venue on Sunday, July 4th, after 12:00 noon, or anytime on Monday, July 5th until teardown begins at 10:15 p.m.** If the vendor has not set up by 12:00 noon on Sunday, they will be required to cart their items in.
- Check-in.** The Vendor shall check-in upon arrival to verify booth number and location of booth, and to receive assistance with electrical hook-ups, if required.
- Hours of Operation:** Hours of operation of Carmelfest 2021 are Sunday, July 4th from 1:00 p.m. until 10:00 p.m., and Monday, July 5th, from 1:00 p.m. until 10:00 p.m. Vendors are expected to be present in their booth and open to traffic all hours that Carmelfest 2021 is open.
- Pricing.** The Vendor shall establish its own prices for items to be sold at Carmelfest 2021.
- Fees.** Once a vendor has been accepted, **all fees are non-refundable, whether or not the vendor attends the event.** Total fee as calculated on the application shall be payable upon submission of this agreement.

Preference on booth location will be determined by previous participation, timely submission of vendor application, type of product or services sold and power requirements. Vendors will be added at the discretion of the Carmelfest Committee, but **space is limited. THE COMMITTEE RESERVES THE RIGHT TO DECLINE FEES AND APPLICATIONS TO AVOID OVER DUPLICATION OF PRODUCTS, SERVICE OR INFORMATION, OR IF THE GOODS OR SERVICES OFFERED ARE DEEMED INAPPROPRIATE FOR THE EVENT.**

PLEASE NOTE: TENTS AND TABLES ARE THE RESPONSIBILITY OF THE VENDOR – CARMELFEST ONLY PROVIDES THE SPACE.

- Deliveries.** No vehicular traffic will be allowed in the Carmelfest Area after 12:00 noon on Sunday, July 4th. Except as otherwise directed by the Carmel Police Department, the Vendor shall park all delivery vehicles only in legal parking spaces surrounding the Carmelfest area and all deliveries shall be made by push cart or by hand.
- Electricity.** The Committee shall, to the extent possible, provide the Vendor with 110-125 volt, Three Wire, Single Phase electrical service. The Vendor hereby recognizes that, due to acts and or occurrences beyond the control of the committee, including but not limited to precipitation, equipment failure and misuse by Vendors, said electrical service may be terminated at no fault to Committee for lost or damaged goods. In the event of such termination, Vendor hereby holds the Committee, its electrical subcontractors, installers, or any other parties listed in Section 12 of this agreement hereof harmless for any and all liability therefrom.
- Refuse Removal.** The committee will provide refuse receptacles and the Vendor shall notify the Committee or its designees when such receptacles are full.

13. **INDEMNIFICATION AND PUBLIC LIABILITY INSURANCE.**

Vendor's Responsibility. The Vendor releases the CarmelFest Committee, The Rotary Club of Carmel, the City of Carmel, the State of Indiana and the business or government entity in front or nearby the Vendor's booth space (if any), (hereinafter jointly and severally referred to as "Indemnities"), from, assumes the risk of, shall be responsible for, and shall indemnify the Indemnities and hold them harmless from any and all liability for any loss of or damage or injury to any person (including death resulting therefrom) or property occurring before, during, or after Carmelfest, regardless of cause. Vendor's obligation to indemnify the Indemnities hereunder shall include the duty to defend against any claims asserted by reason of any loss, damage or injury for which Vendor is obligated to indemnify the Indemnities and the duty to pay any judgments, settlements, costs, fees, and expenses, including attorneys' fees, incurred in connection therewith. Notwithstanding anything herein to the contrary, Vendor shall bear the risk of any loss or damage, regardless of cause, to its property.

14. **Cancellation.** The Vendor hereby agrees that the Committee may cancel Carmelfest 2021 in the event of inclement weather, damage or destruction of the Carmelfest area or any other occurrence beyond the Committee's control which, in the opinion of the Carmel Rotary Club would make the holding of Carmelfest impossible or impractical. There will be no rain date for Carmelfest.

15. **Risk of Loss.** The Vendor hereby agrees to bear all risk of loss occasioned or arising out of the fact that Carmelfest 2021 may be canceled or terminated under the provisions of the Agreement and that the Committee shall not be responsible for any losses suffered by the Vendor by reason of such cancellation or termination.

16. **Authority.** Each party executing this agreement on behalf of the Committee or the Vendor hereby certifies that he or she is authorized by their respective organization or company to contractually bind said organization or company to the right obligations and remedies provided herein.

17. THIS VENDOR AGREEMENT CONSTITUTES AND REFLECTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SHALL ONLY BE MODIFIED BY A WRITTEN INSTRUMENT REFERRING TO THIS VENDOR AGREEMENT, SIGNED BY EACH PARTY HERETO.

IN WITNESS THEREOF, the parties have executed this agreement on the dates first mentioned above.

VENDOR: _____
Signed:

CARMELFEST: _____
Signed:

Title: _____

Title: _____

Date: _____

Date: _____