



2022 MARKETPLACE VENDOR AGREEMENT AND APPLICATION

Thanks for your interest in CarmelFest!

Below are the instructions for completing and submitting your agreement and application.

- This form can be completed digitally, or can be printed, completed by hand, and scanned.
- All fields are required, including your signature, which can be completed digitally.
- Save the file using your vendor name (vendor name.pdf).
- Email your form to marketplace@carmelfest.net.

After reviewing the forms we will let you know if you have been accepted and, if so, how to make payment.

Please note: The final page of this form allows for you to add photos of your merchandise to the form. By using Acrobat Reader DC (free), you will be able to use this feature. You can download it at <https://get.adobe.com/reader/>.

If you are unable to use this feature, please attach photos along with your form in your submission email.

Thank you!

Carmelfest 2022

Marketplace Vendor Agreement

This agreement is made this _____ day of _____, 2022, by and between The Carmel Rotary Club, an Indiana not-for-profit corporation, d/b/a CarmelFest 2022, 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 2022;

WHEREAS, the Vendor has requested the opportunity to participate in Carmelfest 2022;

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 2022. 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 noon until 10:00 p.m. on Sunday, July 3, 2022 and from noon until 10:00 p.m. Monday, July 4, 2022.
- 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 3, 2022 from 8:00 a.m. to 11:00 a.m. **No vehicular traffic will be allowed in the venue on Sunday, July 3rd, after 11:00 a.m., or anytime on Monday, July 4th until teardown begins after the fireworks display.** If the vendor has not set up by 11:00 a.m. 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 2022 are Sunday, July 3rd from noon until 10:00 p.m., and Monday, July 4th, from noon until 10:00 p.m. Vendors are expected to be present in their booth and open to traffic all hours that Carmelfest 2022 is open.
- Pricing.** The Vendor shall establish its own prices for items to be sold at Carmelfest 2022.
- 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 11:00 a.m. on Sunday, July 3rd. 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 2022 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 2022 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: _____

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.

Locations:

Carter Green – This area has an adult, party-like atmosphere with a beer tent, food, and loud live music all day, both days. The music can make it very difficult to carry on conversations with customers, but there are lots of people. This would be a good area if your product needs no explanation. Not as many children as at the other location.

Civic Square – More relaxed, family area. There is still live music most of both days, but it is much quieter. There is a large grassy area here also. It is closest to the KidZone, so there are likely more families with younger children here compared to the Carter Green location.

Please choose which area you would prefer: Carter Green Civic Square

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.

Click on the image fields below to add photos of the merchandise, artwork, and/or products to be sold or offered at this booth. If the image fields do not work, please attach photos in your email.