



ST. MATTHEWS STREET FESTIVAL

Saturday, May 21, 2016

EXHIBITOR & FOOD VENDOR APPLICATION

The Chamber of St. Matthews hereby referred to as “SMACC” and the undersigned business or organizations (including not-for-profits) hereby referred to as “Exhibitor or Food Vendor” enters into this Contract for and subject to the following:

I. Booths and Fees:

a. SMACC grants, and Exhibitor or Food Vendor accepts, a license to use booth space in a location to be designated by SMACC at the St. Matthews Street Festival to be held on Frankfort Avenue in St. Matthews on **May 21, 2016** during the hours from **11:00 AM to 11:00 PM**. One booth space is approximately ten feet wide and ten feet deep (10’ x 10’) and includes one (1) six foot table and two (2) folding chairs. Exhibitors or Food Vendors may request up to two booth spaces. Exhibitor or Food Vendor fees are non-refundable.

b. Each Exhibitors or Food Vendors wishing to contract booth space to sell goods or services must complete the attached application for approval from SMACC and/or the St. Matthews Street Festival Committee. **All Exhibitors or Food Vendors are required to be a member of the SMACC and in good standing. If an Exhibitor and/or Food Vendor is not a member of the SMACC the additional required membership fee is included in the non-member Exhibitor or Food Vendor fee required with the submission of the attached application.**

c. At Exhibitor or Food Vendor’s request, SMACC will provide a 10’ x 10’ canopy or tenting for use during the event for a **non-refundable** fee of **\$100**.

II. Electricity:

a. SMACC can secure electrical hook up for any Exhibitor or Food Vendor space contracted upon request. If an Exhibitor or Food Vendor requires a 110 electrical hook up there is an additional fee of \$50 per 110 electrical service hook up required. Please include your request as part of the submitted contract or please notify the SMACC offices on/before Monday, May 16, 2016 in writing to make the necessary request. No electrical requests will be accepted after Monday, May 16, 2016. If this precludes your company from exhibiting, SMACC will consider that a forfeiture of the signed contract by the Exhibitor or Food Vendor and no refund will be reimbursed.

II. Electricity: (continued)

b. If as an Exhibitor or Food Vendor you require 220 electrical hook up for the use and operation of exhibit or food vendor space, Exhibitor or Food Vendor shall notify SMACC at the time of contract submission and/or no later than Monday, May 16, 2016. An Exhibitor or Food Vendor that has special electrical needs (voltage greater than 110) agrees to pay an additional fee of \$75.00 for this additional electrical service. Any request for 220 electrical needs made the day of the event will not be fulfilled. If this precludes your company from exhibiting, SMACC will consider that a forfeiture of the signed contract by the Exhibitor or Food Vendor and no refund will be reimbursed.

III. Food/Beverages:

Non-Food Vendors are prohibited from serving, selling, or causing to be served or sold any consumable food or beverages. (This includes the distribution of free bottles of water.)

IV. Alcohol Sales:

a. Exhibitor or Food Vendor are prohibited from serving, selling, sampling or distributing, any beer, wine, liquor, and/or tobacco products during the event. Vendors shall not bring or permit any of its agents and/or employees to bring any alcoholic beverages on to the event grounds.

b. SMACC reserves the right to subcontract with vendors for the sales, service or distribution of alcohol who will be responsible to meet all laws established by the City of St. Matthews, Louisville, Jefferson County and the State of Kentucky for the sale of alcohol for this event.

V. Louisville Metro Public Health & Wellness Department:

Food Vendors selling food must obtain a Temporary Food permit, as well as, complete the appropriate application from the Louisville Metro Public Health & Wellness Department prior to the event. Louisville Metro Public Health & Wellness Department permits and forms are available online at <https://louisvilleky.wufoo.com/forms/temporary-food-service-application/>. SMACC has attached the two page overview of the “Steps to Operate a Temporary Foodservice” for your review. For additional questions or concerns for food vendors please contact Louisville Metro Public Health & Wellness Department at (502-574-6550) at least two weeks prior to the event. There is a **\$50** permit fee. The Louisville Metro Public Health & Wellness Department will be onsite the day of the event to conduct checks to make sure all food vendors meet the Louisville Metro Public Health & Wellness Department rules and regulations.

VI. Move-In/Setup/Cleanup/Move-Out:

a. Exhibitor or Food Vendor agrees to be fully operational and ready to serve the public by 11:00 AM. Exhibitor or Food Vendor is responsible for providing all equipment, material and staffing needed for the operation of the booth(s), including, applicable; tents, tables, chairs, skirting, etc.

b. Exhibitors or Food Vendors shall **NOT** tear down, pack up or remove the booth **until after 11:00 PM** or unless otherwise instructed by SMACC staff, St. Matthews Street Festival Committee member(s) and/or City of St. Matthews safety and security personnel.

VI. Move-In/Setup/Cleanup/Move-Out: (continued)

c. Removal of the Exhibitor or Food Vendor's materials and/or equipment must be done by hand or non-motorized cart and removed. The Exhibitor or Food Vendor may NOT have a motorized vehicles beyond the barricade at any time; if those vehicle are illegally parked or stopped the vehicles will be towed at the owners expenses. Exhibitor or Food Vendor agrees to remove the booth contents, equipment and materials no later than within one (1) hour after the conclusion of the event. Exhibitor or Food Vendor is responsible for the clean-up of the contracted exhibit or food vending space and the surrounding area. Exhibitor or Food Vendor agrees to keep the booth space in a clean, safe and orderly condition.

d. SMACC will provide trash pick-up during and at the end of the event. Exhibitor or Food Vendor shall place all trash in a designated location and leave the booth space free from debris as well as grease. A **\$250** clean-up fee will be imposed if the area is not left clean of trash, debris and/or grease. The judgment of a Exhibitor or Food Vendor not meeting the appropriate cleanliness will be made by the St. Matthews Street

Festival Committee and/or SMACC staff. Support documentation and photos of the space will be provided along with the invoice for the additional \$250 clean up fee. Vendors will have 10 business days to challenge the judgment of the committee and an additional 10 business days for remittance of the fine.

e. An Exhibitor or Food Vendor move - in and move - out schedule will be sent to you electronically on or before Monday, May 16, 2016. This communication will identify specific streets for you and your staff to use specifically for your move in.

VII. Additional Terms:

a. Food Vendors are limited to the solicitation of items listed on the contract only. Vendors found soliciting items not listed on the contract may be asked to discontinue the sale of said items.

b. SMACC will provide volunteer(s) identified as our Food Court Liaison(s) for this event. They are there to help make your experience easy and profitable.

c. A five (5) foot buffer must be maintained between any/all cooking units, grill(s) and warmers from the general public. Failure to provide this safety zone will result in the closure and/or removal from the event and forfeiture of all paid fees to participate in this event.

d. No contracted vendor may sublease exhibit space.

f. If an Exhibitor wishes to offer samples of their products, the vendor must solicit within his/her booth space. Vendors will NOT be permitted to go outside of their booth space to solicit customers.

g. Exhibitor or Food Vendor must submit a copy of Certificate of Liability Insurance (including bodily injury, property damage, personal injury) with limits of not less than \$2,000,000 per occurrence/combined single limit.

Exhibitor or Food Vendor must also submit a copy of Certificate of Workman Compensation Insurance covering all injuries and/or potential injuries to employees which might enter upon and work for the Vendor/Exhibitor during this event (setup, execution, and clean-up). In no event shall SMACC be deemed to be an "employer" for any worker engaged for the benefit of Vendor/Exhibitor.

Vendor/Exhibitor shall hold SMACC harmless for any and all claims brought against SMACC by virtue of Vendor/Exhibitor's participation in this event, including all attorney's fees and costs incurred by SMACC.

VII. Additional Terms: (continued)

e. Animals – no animals or pets are permitted in the event space; the sale or swap of live animals is not permitted.

h. Exhibitor or Food Vendor must provide a list of all items to be sold and payment for all applicable fees with this signed contract. SMACC reserves the right to refuse and or confiscate products/services solicited for the betterment of the event. Items for example purposes that could be confiscated: explosives, firearms, ammunition, flammable products, knives, obscene or pornographic materials and or illegally duplicated/pirated products.

Exhibitors or Food Vendors are responsible for all sales tax.

i. SMACC retains the right to terminate this contract and/or remove Exhibitor or Food Vendor from the event for violation of the terms of this contract.

j. The parties agree that if SMACC cancels this event for any reason prior to May 21, 2016, this contract shall be declared null and void, and all fees shall be refunded to Exhibitor or Food Vendor.

k. Inclement weather on the day of the event will not be considered cause for cancellation, this is a rain or shine event. SMACC, the St. Matthews City Council and the City of St. Matthews are not responsible for any damage, accident, or injury (including death) to the person or property of Exhibitor or Food Vendor.

l. Exhibitor or Food Vendor hereby releases SMACC, and the above said parties from liability. This agreement is effective upon signature of Vendor and an SMACC representative. The undersigned, is an authorized agent and has read this Agreement and agrees to abide by its terms and conditions.

This contract shall be governed by the laws of the Commonwealth of Kentucky, and any and all disputes herein relating shall be brought in the State and Federal Courts sited in Jefferson County, Kentucky.

Vendor/Contractor agrees to pay all attorney's fees and costs incurred by SMACC in the event of a breach of contract of this party, and shall hold SMACC harmless for all claims brought against SMACC by any party arising from Vendor/Contractor's participation in this event.

I have read and will abide by the rules and guidelines established for the 2016 Street Festival.

Company Representative Signature

Date

Company Representative Printed Name

SMACC Representative Signature

Date Accepted

SMACC Representative Printed Name

Date Received



EXHIBITOR & FOOD VENDOR APPLICATION

Please Check One:

EXHIBITORS

_____ Member Nonprofit (10'x10'')	\$150 (includes 6' table and two chairs) - IRS classification letter required
_____ Member Business Exhibitor (10'x10'')	\$250 (includes 6' table and two chairs)
_____ Member Friend of the Festival (10'x10'')	\$350 (includes name on banner & one (1) vendor booth *)
_____ Non Member Nonprofit (10'x10'')	\$250 (includes membership to the Chamber of St. Matthews *) #
_____ Non Member Exhibitor (10'x10'')	\$500 (includes membership to the Chamber of St. Matthews *)

FOOD VENDORS

_____ Member Food Vendor (10'x10'')	\$400 (includes 6' table and two chairs)
_____ Member Friend of the Festival (10'x10'')	\$500 (includes name on banner & one (1) vendor booth *)
_____ Non Member Food Vendor (10'x10'')	\$650 (includes membership to the Chamber of St. Matthews *)
* (includes 6' table and two chairs)	# Nonprofit Exhibit Space Requires - IRS classification letter

MISCELLANEOUS

Tent(s): _____ x \$100 per tent = \$_____

Electrical:

110 Electrical _____ x \$50 per 110 = \$_____

220 Electrical _____ x \$75 per 220 = \$_____

TOTAL: _____

Company: _____

Product(s) or Service(s): _____

Contact Name: _____

Address: _____

Office Phone: _____ Cell Phone: _____

E-mail address: _____

Signature: _____ Date: _____

PAYMENT INFORMATION:

Credit Card Number: _____ Expiration Date: _____

Name on the Card: _____ Security Code: _____