



## 2016 VENDOR MEMBERSHIP APPLICATION

Friday, July 1 - Monday, July 4, 2016 (Rain or Shine)

Theme: "Sisabalandela" | Zulu for "We Are Still Following Them" (The Ancestors)

**:::: THERE IS NO ON-SITE VENDOR REGISTRATION :::**

Full Name: \_\_\_\_\_

Business Name: \_\_\_\_\_ Vehicle Make, Model, Lic. Plate # \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Home Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Cell (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Business: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Social Security Number or Tax ID \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Business Associate's Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Associate's Phone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Referred By: \_\_\_\_\_

**1<sup>st</sup> Choice (2014 assignment, if applicable):** Section \_\_\_\_ Space # \_\_\_\_ **2<sup>nd</sup> Choice:** Section \_\_\_\_ Space # \_\_\_\_

**NOTE: A REQUEST DOES NOT GUARANTEE SPACE. ALL VENDOR SPACE REQUESTS ARE SUBJECT TO APPROVAL.**

Product or menu item to be sold (please be specific): \_\_\_\_\_

### VENDOR MEMBERSHIP GUIDELINES. PLEASE READ CAREFULLY

1. Vendor membership fee includes: Two (2) passes per space. Food vendors will receive four (4) passes per space.
2. All vendors must participate in an orientation session with a Merchant Coordinator.
3. A fire extinguisher is required with any use of flames, generators, or propane. Storage of flammable liquids or gases on site is strictly prohibited. Construction using wood or heavy materials to build or erect structures is not allowed.
4. Vehicles may not be left on premises. Drop-off is during designated hours only.
5. All vendors selling water must have special permit issued by IAAF.
6. **Regulation 10x10 Tents Only.** Membership fee is based on 10 feet by 10 feet space. **OVERSIZED TENTS WILL NOT BE ACCOMMODATED.** Tents must be cleaned and closed daily (one hour before the Festival ends).
7. Selling and playing music made by special arrangements only. See Conditions of Agreement on the back of this page.
8. **ALL VENDORS MUST PRODUCE VERIFICATION RECEIPTS WHEN ASKED BY IAAFFESTIVAL STAFF OR RISK EXPULSION.**
9. Applications and fees must be hand-delivered to the IAAFFestival office or post-marked by the stated deadline.
10. Payments are NON-REFUNDABLE. See Conditions of Agreement on the back of this page.
11. NO CASH. IAAFFestival accepts CERTIFIED/CASHIER'S CHECKS AND MONEY ORDERS ONLY.
12. Make payable to: International African Arts Festival - P. O. Box 47-1730 Brooklyn, NY 11247

### EARLY BIRD SPECIAL DEADLINE: JANUARY 1 – MARCH 15, 2016

Fine Arts (Drawing/Painting): **\$450** ■ Crafts on the field: **\$550**; Non-Field: **\$600** ■ Food: **\$1,175** (with required documents); Light Meals: **\$800** (with required documents); Icy Booths/Snacks: **\$400** ■ Massage Stations; Spiritual Consultation Booths: **\$400** ■ Not-For-Profit and Community-Based Organizations: By Arrangement (with registration fee). **APPLICATION IS VALID January 1 – March 15, 2016 ONLY.**

**For Corporate Spaces, Please Contact the IAAF Office at 718.638.6700 or [info@iaafestival.org](mailto:info@iaafestival.org)**

Prospective vendors must complete and return the original copy of this agreement with payment in full. Incomplete forms will be returned.

Print Name \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### For IAAF Office Use Only

Date: \_\_\_\_\_ Section: \_\_\_\_\_ Lot #: \_\_\_\_\_ Size: \_\_\_\_\_ Rec.#: \_\_\_\_\_ IAAF Rep: \_\_\_\_\_

HEADQUARTERS: 1360 Fulton Street Brooklyn, New York 11247 ■ Suite # 401

MAILING ADDRESS: P.O. Box 47-1730 ■ Brooklyn, New York 11247

Phone: 718.638.6700 ■ Fax 718.638.3707 ■ [info@IAAFestival.org](mailto:info@IAAFestival.org)

[www.IAAFFestival.org](http://www.IAAFFestival.org) ■ Facebook, Twitter, and Instagram: IAAFFestival

## **2016 IAA Festival Vendor Membership Application**

### **CONDITIONS OF AGREEMENT**

The vendor membership application is subject to the following terms and conditions of this agreement herein. This agreement shall be for one year commencing the date signed on the reverse of this document.

**All vendors selling water must have special permit issued by IAAF.**

1. International African Arts Festival reserves the right to enter upon the premises at any time for the purpose of examining such premises, inspecting, furnishings and fixtures, operating methods, and ensure compliance with the rules and regulations comprised in this Agreement.

2. During the term of this Agreement, Member will not, without the consent in writing of the International African Arts Festival, Inc. sublease, mortgage, pledge, grant a security interest, otherwise assign as security, or else transfer assign security, or sell, transfer, assign, such as premises or any part thereof or any equipment, furnishings, or fixtures located thereon or any interest which the International African Arts Festival may have in any part thereof.

3. The privileges herein granted to Member contemplate the exhibition of goods or services at the International African Arts Festival, and other festivals sponsored by it during the membership year, and the rights herein granted shall not be applied or extended, directly or indirectly, or any other business or enterprise without the express consent in writing of the International African Arts Festival. This agreement contains the entire agreement of the parties and no representations, inducement, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of the International African Arts Festival to exercise any power given hereunder, or insist upon strict compliance by the member of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of International African Arts Festival's right to demonstrate exact compliance with the terms hereof. The International African Arts Festival and Member are not and shall not be considered as joint ventures, partners, or one as agent of the other, and neither shall have the power to bind or obligate the other except as set forth in this agreement.

4. The interest of the Member in this agreement is personal and shall not be assigned, transferred, shared or divided, in any manner by the Member.

5. Registration Certificate must be with vendor/at space at all times.

6. Member shall not create, design or sell any souvenir item affixed with International African Arts Festival's name or logo.

7. NO construction using wood/heavy materials to build or erect structures. Electricity will be available in limited locations otherwise it is the member's responsibility.

8. The International African Arts Festival shall have the right to photograph such exhibition space to use any such photographs in any of its publicity or advertising, and member shall cooperate in securing such photographs and consent of person's pictures. Member shall forever protect and keep the International African Arts Festival harmless and indemnify licensor against any form and all claims, demands, losses, costs, damage suit, judgment, penalties, expenses, and liabilities of any kind or nature whatsoever arising directly or indirectly out of or in connection with the operation of its exhibit space.

**9. Member shall conduct his business and maintain such premises in strict compliance with all applicable laws, ordinances, regulations, and other requirements or any federal, state, county, municipal, or other government and will obtain all necessary permits, licenses, or other consents for the operation of his/her business.**

10. The Member shall at all times maintain the interior and exterior of the exhibition space and surrounding premises used in connection with such business in the highest degree of cleanliness, orderliness, and sanitation. The Member shall construct and repair the exterior and interior of his/her exhibition space at his own expense.

11. If the Member shall neglect fail to perform or observe any of the covenants of the International African Arts Festival, and if condition is not remedied to the satisfaction of the International African Arts Festival, it may terminate this agreement and all rights of the Member hereunder shall cease.

12. Cancellations made thirty (30) days or more prior to the event will entitle Member to a refund of all monies paid, less a \$300 non-refundable deposit. No money will be refunded on cancellations made less than 30 days in advance. All cancellations and/or request for refunds must be submitted in writing.

**13. Illegal selling or playing of music will terminate this agreement and all rights of the Member hereunder shall cease. International African Arts Festival has the right of to shutdown Member and have items removed.**

**14. The Festival is a "Rain or Shine" event. There will be no refunds due to weather conditions.**