

2017 FOOD VENDOR APPLICATION

**AUGUST 26
2017**



11 - 7 PM

Downtown Hammond, Indiana | Hohman Avenue and Sibley Boulevard
(Gravel lot on the Northeast corner across from EAT, 5201 Hohman Avenue)

Set up: 8 – 10:30 am
Tear down begins at 7 pm (no exceptions)

Cost: 10' x 10' Booth Space \$20.00
10' x 20' Booth Space \$35.00

For space consideration, please complete this form and the Vendor Contract on the reverse and return it, along with your **cash payment. Bring to:** It's Just Serendipity, 5630 Hohman Avenue, Hammond, IN 46320 by August 18, 2017. **CASH ONLY!**
(Arts on the Ave has right to limit vendors.)

Business Name: _____

Contact Person: _____

Mailing Address: _____

City, State, Zip: _____

Phone (day): () _____ (evening): () _____

Fax: () _____

E-mail: _____

Fee(s): ___ \$20 ___ \$35

Approximate space needs: _____

Items for sale at your booth: _____

Please help make our event a success — share on Facebook, Instagram and Twitter.

VENDOR Release and Indemnity Agreement

The forgoing information is complete and true to the best of my knowledge. I understand that should I act in a manner that is unsafe to me, other participants, or staff, I may be excluded from the event. I hereby indemnify and hold harmless, release, discharge and covenant not to sue the Arts on the Ave, its employees, volunteers, officers, and agents from all liability to me or any third party for any and all claims, losses or damages on account of any injury or damage to property caused or arising from my participation in the event. Garbage will be securely bagged and protected from animals and spillage by vendor.

1. **The Arts on the Ave has the right to limit vendors.** The number and/or type of registrants will be limited based on space constraints, order of registration and receipt of fees. We cannot approve any waiver of fees.
2. Per Health Department white hoses must be used for Water hookup. Electricity hookup is available. **Must bring appropriate outdoor, commercial grade extension cords of longer length.**
3. **All food vendors must have required permit from the Lake County Health Department.** Call 219-755-3661, Monday – Friday, 9 am to 4 pm. **Permit MUST be provided at event check in before set up is allowed!**
4. Vendors must supply tables, chairs, and peripherals, etc. Canopies/Tents are allowed and must fit in reserved space.
5. Registration forms received without appropriate booth fees will not be considered.
6. All registrants will receive a confirmation of their acceptance along with their parking/set up instructions via e-mail.
7. Vendors are responsible for set up, operation, maintaining, and dismantling of booth. Arts on the Ave reserves right to alter booth layout.

For questions or information you may reach Karen at 219-512-4298 (Between 9 am – 7 pm) itsjustserendipity@att.net

Signature _____

Printed _____

Date _____

2017 FOOD VENDOR CONTRACT



I, _____ (Contact Person), am authorized to execute the following contract between _____ (Vendor/Company Name) and the 2nd Annual, Arts on the Ave (AOA) event with reference to an application for Food Vendor booth space on Saturday, August 26, 2017 at the corner of Hohman Avenue and Sibley Boulevard (downtown Hammond).

Please review all requirements and provisions related to your participation listed below and previous side of contract. Failure to comply with provisions of this contract and all applicable City of Hammond government regulations will result in denial of access to booth space and forfeiture of any fees and may result in reimbursement to Arts on the Ave of government-imposed fines and penalties.

- AOA reserves the right to be the sole provider of water and soft drinks.** No beverages of this kind may be sold or otherwise distributed by a Vendor for the purpose of sale or by the vendor, their agents or representatives.
- Vendor must sign a contract and have paid all applicable registration fees in order to reserve and use booth space.
- Vendor fees are non-refundable. There is no rain date. There is no refund in the event of cancellation due to inclement weather or other acts of nature.
- Assignment of booth space and location is at the sole discretion of AOA. Should conditions dictate, the AOA reserves the right to reassign booth space and/or relocate booth space as necessary. **Bring appropriate outdoor, commercial grade extension cords—long length. Only 120 volts capacity is available.**
- Vendors must comply with all federal, state, and local laws, rules and regulations, and shall have appropriate licenses, permits and other required documentation. Vendors must meet city of Hammond health and fire department requirements.
- Vendor shall be liable for reimbursement to AOA for the cost of any fines or other liabilities incurred by AOA due to the failure of the Vendor to comply with all applicable licensing requirements and government, tax, public safety or any other regulations.
- To the full extent permitted by law AOA shall not in any manner or for any cause be liable or responsible to any vendor or any other for any injury or damage to any person, business or property in any way related to, or arising in connection with, the AOA event. Any and all claims for such injuries or damage are hereby waived and Vendor agrees to indemnify and hold harmless AOA and its directors, officers, volunteers and agents (the "Indemnified Parties") against any and all claims, liabilities, losses and expenses, including any reasonable attorney's fees imposed on, incurred by or assured against Indemnified Parties caused by any act or omission of the Vendor or arising in connection with the activities conducted by the Vendor in connection with the AOA event.
- AOA reserves the right to determine eligibility of any application for booth space.** Vendor shall not place in the booth space any apparatus, device, equipment or material that shall in any way be objectionable to others.
- In the event that the premises or booth space are destroyed or damaged by fire, or unavailable due to circumstances beyond the control of AOA, Vendor shall have no cause of action or claim for damages or compensation against AOA except for control of AOA, Vendor shall have no cause of action or claim for damages or compensation against AOA except for the return of any amount previously paid and in such an event, the agreement shall be terminated.
- Vendors are encouraged, at Vendors expense, to properly insure against fire, theft, vandalism or destruction by any cause. AOA shall in no way be liable for Vendor's failure to obtain and retain proper insurance, and Vendor agrees to indemnify and hold harmless AOA for any such failure.
- On the day of the event, Vendor may begin booth set up at 10 am all vehicles must be in the designated parking area no later than noon. Set up must be complete by noon NO EXCEPTIONS!**
- Vendor must remove all property, goods, and materials brought into the event area. Vendor shall leave said space clean and free from all rubbish.
- AOA shall in no way be liable for the Vendor's failure to make provisions to safeguard all materials, equipment and displays at all times. The Vendor agrees to indemnify and hold harmless AOA for any such failure to make these provisions.

Vendor Signature

AOA Signature

Printed Name/Title

Printed Name/Title

Date

Date