

# SEATTLE FOUNDERS DAY FESTIVAL

## AUGUST 11<sup>TH</sup> ~~AND~~ 12<sup>TH</sup> IN BEAUTIFUL BELLTOWN

**Festival Dates-August Sat/Sun August 11-12 2012**

Vendor hours are 10am-10pm both days

Booth must be occupied both days

**Fee: FREE**, Inclusion will be by 1<sup>st</sup> come first juried, with priority given to Artist/Crafts People from Belltown first, then Seattle, then the area surrounding Seattle, then Western Washington, and finally Washington State

**Application Fee: 25.00 due w/this application, application fees are tax deductible** for Seattle Founders Day Festival 501c3 ID #27-2828669

**Please print this page, fill out and sign,**

**Mail to:** Seattle Founders Day Festival, C/O Bedlam Coffee 2231 2<sup>nd</sup> Ave, Seattle WA 98121

**OR,** Email this completed form to [info@seattlefounders.com](mailto:info@seattlefounders.com)

PROVIDE YOUR CONTACT INFORMATION BELOW

**Please include photographs of products sold, booth set up, advertising examples etc with your application.**

TYPE OF PRODUCT SOLD:	
BUSINESS NAME:	
CONTACT NAME:	
PRIMARY BUSINESS PHONE:	
SECOND PHONE:	
CELL PHONE:	
ADDRESS:	
CITY/STATE/ZIP:	
WEBSITE:	HTTP://
EMAIL:	
FACEBOOK:	
TWITTER:	

CHECK THE BOX FOR YOUR VENDOR CATEGORY AND PROVIDE ADDITIONAL DETAILS.

CHECK ALL THAT APPLY.

ART & CRAFT VENDOR

FABRIC  PHOTOGRAPHY  GLASS/CERAMICS  HOME & GARDEN  MUSICAL  PAINTING

WOOD  TOYS  WEARABLE ART  FURNITURE  SCULPTURE  JEWELRY

PET PRODUCTS  HEALTH PRODUCTS  NON-PROFIT (SPECIFY)

OTHER (SPECIFY): \_\_\_\_\_

DO YOU REALLY NEED ELECTRICITY TO OPERATE?  NO,  YES

WHEN OPERATING AT THE SAME TIME ALL MY EQUIPMENT DRAWS A MAXIMUM OF \_\_\_\_\_ AMPS & \_\_\_\_\_ WATTS FROM A 110V PLUG. (APPROX DESCRIPTION OF THE THINGS YOU'LL PLUG IN IS FINE TOO)

\_\_\_\_\_ SERVICE OR NON-PROFIT NOT REPRESENTING A FOR PROFIT CORPORATION

CHECKS MADE PAYABLE TO: **Seattle Founders Day Festival**

**SEATTLEFOUNDERS.COM**

# **SEATTLE FOUNDERS DAY FESTIVAL**

## **AUGUST 11<sup>TH</sup> ~~AND~~ 12<sup>TH</sup> IN BEAUTIFUL BELLTOWN**

**APPLICATIONS THAT ARE NOT SIGNED MUST BE REJECTED.**

### **THE SEATTLE FOUNDERS DAY FESTIVAL IN BELLTOWN, SATURDAY AUGUST 11<sup>TH</sup> AND SUNDAY AUGUST 12<sup>TH</sup> 2011**

THIS AGREEMENT IS ENTERED INTO THIS DAY, BY AND BETWEEN SEATTLE FOUNDERS DAY FESTIVAL , HEREINAFTER REFERRED TO AS THE "PROMOTER" AND THE VENDOR LISTED ON THE OPPOSITE PAGE HEREINAFTER REFERRED TO AS THE "VENDOR".

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREINAFTER CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

1. INDEPENDENT CONTRACTOR STATUS. THE VENDOR IS CONSIDERED TO BE AN INDEPENDENT CONTRACTOR WHO SHALL AT ALL TIMES PERFORM ITS DUTIES AND RESPONSIBILITIES AND CARRY OUT ALL SERVICES AS AN INDEPENDENT CONTRACTOR AND SHALL NEVER REPRESENT OR CONSTRUE ITS STATUS TO BE THAT OF AN AGENT OR EMPLOYEE OF SEATTLE FOUNDERS DAY FESTIVAL , THE CITY OF SEATTLE, OR THE SEATTLE PARKS DEPARTMENT, NOR SHALL THEY BE ELIGIBLE FOR ANY EMPLOYEE BENEFITS OR PROTECTIONS FROM THOSE LISTED ABOVE.

THE VENDOR REPRESENTS AND WARRANTS THAT ANY AND ALL FEDERAL, STATE AND MANDATORY DEDUCTIONS OR OTHER CHARGES AND TAXES IMPOSED BY LAW SHALL BE THE SOLE RESPONSIBILITY OF THE VENDOR. AS PER ORDINANCE #24760, THE FEE FOR ART, CRAFT, AND FOOD OR INFORMATION BOOTHS INCLUDES CITY OF SEATTLE VENDOR LICENSES AND VENDORS ARE NOT OBLIGATED TO PAY ANY ADDITIONAL B & O TAX TO THE CITY OF SEATTLE FOR GOODS SOLD AT THE FOUNDERS DAY FESTIVAL. IF THE PROMOTER IS ASSESSED, LIABLE OR RESPONSIBLE IN ANY MANNER FOR THOSE DEDUCTIONS, CHARGES OR TAXES, VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE PROMOTER AND THE OTHER PARTIES NAMED, FROM THOSE COSTS INCLUDING ATTORNEY FEES. FOOD VENDORS ARE RESPONSIBLE TO MEET SEATTLE DEPARTMENT OF HEALTH REQUIREMENTS AND HAVE VALID PERMITS TO SELL FOOD AT THE FESTIVAL.

2. SCOPE OF WORK. VENDOR AGREES TO PERFORM SERVICES UNDER THIS AGREEMENT PRIMARILY BY SERVING AS A MERCHANDISE, SERVICES, OR INFORMATION VENDOR AT SEATTLE'S FOUNDERS DAY FESTIVAL IN THE STREET RIGHT OF WAY ALONG THE 2<sup>ND</sup> AVENUE BETWEEN THE HOURS OF 10:00AM AND 10:00PM AUGUST 11<sup>TH</sup> AND AUGUST 12<sup>TH</sup>. VENDOR WILL FULLY COMPLY WITH THE SPECIAL EVENT REQUIREMENTS OF THE SEATTLE FIRE DEPARTMENT. VENDOR AGREES TO DISPOSE OF ALL WASTE APPROPRIATELY AND LEAVE THE CONCESSION AREA CLEAN.

THE VENDOR AGREES TO UTILIZE ONLY ELECTRICAL EQUIPMENT THAT COMPLIES IN ALL ASPECTS WITH THE NATIONAL ELECTRICAL CODE. THE VENDOR FURTHER AGREES THEY WILL NOT USE ANY NON-GROUNDED TWO-WIRE EXTENSION CORDS OR ANY NON-GROUNDED EQUIPMENT.

THE VENDOR WILL NOT SELL OR GIVE AWAY ANY FOOD OR BEVERAGES WITHOUT PRIOR UNDERSTANDING AND APPROVAL OF THE PROMOTER.

3. THE VENDOR MUST PROVIDE THIS COMPLETED AGREEMENT AND PAY THE FULL APPLICATION FEE TO THE PROMOTER BEFORE THE DUE DATE OF JULY 1<sup>ST</sup>. THE FEE WILL NOT BE REFUNDED IF THE APPLICATION IS NOT ACCEPTED. ACCEPTED VENDOR'S CHECKS WILL BE DEPOSITED. ONCE CHECKS CLEAR THE BANK, A NOTICE OF ACCEPTANCE WILL BE MAILED WITH DAY OF EVENT DETAILS. THE CANCELED CHECK AND/OR THE LETTER WILL SERVE AS A RECEIPT. APPLICATIONS RECEIVED AFTER JULY 1<sup>ST</sup> WILL BE LATE AND WILL BE SUBJECT TO A 20\$ LATE FEE TO BE CONSIDERED. THE VENDOR UNDERSTANDS THAT NO REFUNDS WILL BE GRANTED AFTER AUGUST 1<sup>ST</sup> IF CANCELED. **THE VENDOR AGREES TO FILE A REPORT OF SALES WITH PROMOTER PROMPTLY.**

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## AUGUST 11<sup>TH</sup> AND 12<sup>TH</sup> IN BEAUTIFUL BELLTOWN

SPECIAL REQUESTS FOR SPACES ARE HANDLED ACCORDING TO THE DATE THE APPLICATION IS RECEIVED WITH PAYMENT AND WITH A WRITTEN REQUEST.

4. INDEMNIFICATION. VENDOR INDEMNIFIES AND HOLDS HARMLESS THE PROMOTER, ITS SPONSORS, THE CITY OF SEATTLE, SEATTLE PARKS DEPARTMENT, THEIR OFFICIALS, REPRESENTATIVES, OFFICERS, AGENTS, AND EMPLOYEES FROM, AND SHALL PROCESS AND DEFEND AT ITS SOLE EXPENSE, ANY AND ALL CLAIMS, DEMANDS, DAMAGES, SUITS AT LAW OR AT EQUITY, LIABILITIES, LOSSES, JUDGMENTS, LIEN, EXPENSES, AND COSTS ARISING OUT OF OR OCCASIONED BY THE PERFORMANCE, ACTS, AND/OR OMISSIONS BY THE VENDOR, IT'S EMPLOYEES, AGENTS, REPRESENTATIVES OR VOLUNTEERS RELATIVE TO ANY ACTIVITY AND/OR OMISSIONS BY VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR VOLUNTEERS RELATIVE TO ANY ACTIVITY AND/OR SERVICES COVERED HEREUNDER. IN THE EVENT OF RECOVERY DUE TO THE AFOREMENTIONED CIRCUMSTANCES, VENDOR SHALL PAY ANY JUDGMENT OR LIEN ARISING THERE FROM, INCLUDING ANY AND ALL COSTS AS PART THEREOF. VENDORS OFFERING: HENNA TATTOOS, BODY PIERCING & MASSAGES; RENTALS; MEDICAL/DENTAL SERVICES/SCREENING/TESTING; CLIMBING WALLS; HERBAL SUPPLEMENTS, WEIGHT LOSS/STOP SMOKING PATCHES/PILLS, AUTO OR AUTO PARTS, INFLATABLE AMUSEMENTS; AND AMUSEMENT RIDES OR DEVICES; WILL BE REQUIRED TO PROVIDE A CERTIFICATE OF GENERAL LIABILITY INSURANCE WITH A MINIMUM OF \$1,000,000 OF LIABILITY COVERAGE NAMING THE SEATTLE FOUNDERS DAY FESTIVAL , SEATTLE PARKS DEPARTMENT, AND THE CITY OF SEATTLE AS ADDITIONAL INSURED.

5. ENFORCEMENT. IF BY REASON OF THE DEFAULT ON THE PART OF EITHER PARTY IN THE PERFORMANCE OF ANY OF THE PROVISIONS OF THIS AGREEMENT IT BECOMES NECESSARY FOR THE NON-DEFAULTING PARTY TO EMPLOY AN ATTORNEY, THE DEFAULTING PARTY AGREES TO PAY ALL COSTS AND LEGAL EXPENSES EXPENDED AN/OR INCURRED BY THE NON-DEFAULTING PARTY.

6. ENTIRE AGREEMENT. THIS CONSTITUTES THE COMPLETE AND FINAL AGREEMENT OF THE PARTIES, IT REPLACES AND SUPERSEDES ALL ORAL AND WRITTEN PROPOSALS AND AGREEMENTS HERETOFORE MADE ON THE SUBJECT MATTER, AND MAY BE MODIFIED ONLY IN WRITING AND SIGNED BY BOTH PARTIES, BOTH ACKNOWLEDGE RECEIPT OF AN EXECUTED COPY OF THE AGREEMENT. SIGN AND RETURN THIS AGREEMENT LIST MERCHANDISE OR YOUR MENU AND PRICES.

MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ, UNDERSTAND AND AGREE TO COMPLY WITH THE TERMS OF THIS AGREEMENT.

SIGNATURE OF VENDOR	
PRINT CLEARLY THE NAME OF THE VENDOR	
BUSINESS NAME	
DATE SIGNED	

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### **VENDOR GUIDELINES**

#### **FAQ-**

##### ***WHEN DO I CHECK IN?***

--THE INFO TENT WILL BE UP AT 7:00 AM, LOAD-IN TIME IS 7:00AM TO 9:45AM. YOU WILL BE GIVEN A PASS AT THAT TIME WITH YOUR TENT ASSIGNMENT.

##### ***WHERE DO I CHECK IN?***

--AT THE INFO BOOTH, IT'LL BE IN THE CENTER OF THE FESTIVAL, OUT IN FRONT OF BEDLAM COFFEE AT 2<sup>ND</sup> AND BELL ST AND CLEARLY MARKED

##### ***CAN I DRIVE IN TO UNLOAD?***

--YES, BEFORE 10AM, IF SOMETHING KEEPS YOU FROM ARRIVING DURING LOAD-IN, YOU WILL HAVE TO CARRY EVERYTHING FROM A PARKING SPOT. PLEASE PARK FIRST, CHECK IN, AND THEN DRIVE IN, BARRICADES WILL ONLY BE OPENED FOR THE PASS YOU'LL BE GIVEN AT CHECK IN.

##### ***CAN I LEAVE MY STUFF IN MY TENT OVERNIGHT?***

--HOLY COW NO! THIS IS AN OUTDOOR FREE TO THE PUBLIC EVENT, IN A THRIVING NEIGHBORHOOD WITH A VERY ACTIVE NIGHTLIFE. IF YOU CHOOSE TO CLOSE UP YOUR TENT AND LEAVE IT OVERNIGHT THE FESTIVAL CANNOT BE RESPONSIBLE FOR THEFT OR DAMAGE. VOLUNTEER SECURITY WILL PATROL THE GROUNDS.

##### ***WILL THERE BE LIGHT IN MY TENT?***

--YES, THE TENTS WILL ALL HAVE SIMPLE LIGHTING

##### ***WILL I HAVE ELECTRICITY?***

--THE DECISION TO PROVIDE A DEDICATED OUTLET LINE WILL BE MADE DURING THE APPLICATION REVIEW PROCESS, CONTACT US WELL BEFORE THE FESTIVAL TO MAKE ARRANGEMENTS FOR EXCESSIVE POWER NEEDS.

##### ***OTHER THINGS TO KNOW.***

ABSOLUTELY NO ALCOHOL IS ALLOWED IN VENDOR TENTS. CONSUMPTION OF ALCOHOL DURING FESTIVAL HOURS BY VENDORS IS NOT ALLOWED, AND WILL RESULT IN INSTANT EXPULSION FROM THE FESTIVAL.

NO SMOKING IS ALLOWED INSIDE VENDOR TENTS, OR WITHIN 25 FEET OF ANY OTHER VENDOR TENT.

BURNING OF INCENSE OR SCENTED CANDLES IS STRONGLY DISCOURAGED.

SMALL CHILDREN ARE DISCOURAGED.

ANY MACHINE USED TO CREATE CRAFTS HAS TO BE APPROVED BEFORE FESTIVAL, THIS INCLUDES ANY TYPE OF HEATED PREPARATION OF INGREDIENTS SUCH AS CANDLE MAKING, POTPOURRI ETC. WOOD CARVING, GLASS MAKING OR OTHER SUCH CREATIVE MEASURES MUST ALSO BE APPROVED BEFORE FESTIVAL.

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