

# VENDOR APPLICATION

RETAILER



## CONTACT INFORMATION

COMPANY

ADDRESS

CITY

STATE

ZIP

CONTACT

TITLE

TELEPHONE

EMAIL

WEBSITE

PRODUCT DESCRIPTION

## VENDOR SPACE SELECTION

Table-Top Display - *This is a covered space and comes with one 6' table (undraped) and 1 chair*

\$250 per table

# OF TABLES

TOTAL \$

Please select area of preference:

Finished Goods Pavilion  Pet Pavilion  Craft Beer + Wine Pavilion  Kids Craft Zone

8'x10' Finished Goods Tent - *Available to AFCL members only*  \$500

*Outdoor space, tent included; all other furnishings must be provided by vendor; recommended event rental company information will be provided by AFCL*

Do you need electric? *An additional fee may apply.*

Yes  No

**PAYMENT INFORMATION** *50% deposit due with signed contract; final payment due June 1, 2018*

Check Payment Check # \_\_\_\_\_ (Make check payable to Association For Creative Industries)

Credit Card #

Exp Date

Sec Code

Name on Card

Billing Address

This is an outdoor festival and will be held rain or shine. No refunds will be given due to weather. Your space will be assigned in Spring 2018.

**AGREEMENT** I agree to all of the terms and conditions stated on this contract (*see reverse side for terms*)

SIGNATURE

DATE

Return to: AFCL, 319 East 54th Street, Elmwood Park, NJ 07407, sales@inthemkng.com, (f) 201-797-0657

# TERMS AND CONDITIONS



## **WHO MAY EXHIBIT**

All vendors must be a legal business entity doing business within the creative industry. All vendors are responsible for obtaining any sales permits needed to operate at Bethel Woods.

## **USE OF EXHIBIT SPACE**

All retail vendors must be selling finished goods. All supplier vendors must provide an interactive experience in one of three approved ways: make-n-take, interactive project/craft experience, or Creator/Influencer appearance. All vendors are responsible for set-up, decoration, display and tear-down of their exhibit space.

## **PAYMENT**

50% deposit is due upon return of signed contract; final payment is due no later than June 1, 2018. Contracts received after June 1, 2018 will require payment in full. Payment may be made via check or credit card. Checks must be drawn on a US financial institution, paid in US dollars, and made payable to the Association For Creative Industries (AFCI). Any fees not fully paid by June 1, 2018 may result in loss of space.

## **CANCELLATION**

Should vendor not be able to occupy contracted space, APCI must be notified in writing immediately. If cancellation is prior to June 1, 2018, APCI will retain 25% of all fees paid. If cancellation is received after June 1, 2018, all monies paid will be forfeited. If cancellation is received after August 1, 2018, the full balance will be due to APCI.

## **LIABILITY**

The Vendor releases APCI from any and all claims of every sort it may have against APCI based upon, arising out of, or in connection with Vendor's occupancy and use of the Festival premises, or any action or inaction of any nature of APCI in conjunction with or related to the Festival. Including, but not limited to: loss; theft; damage; destruction or delay or non-delivery of goods, display materials and other effects; any injury to Vendor, its employees, agents, representatives or guests while on the Festival premises; any damage to Vendor's business by reason of the failure to provide space for the exhibit or removal of exhibit; failure to hold the Festival as scheduled.

## **INDEMNIFICATION**

Vendor agrees to indemnify and hold APCI and its directors, officers, employees, agents and members, harmless with respect to any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs and other expenses incurred by APCI arising or related to the violation or breach of any term or condition of the agreement between the parties or any of the Festival.

## **CHOICE OF LAW**

This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey. The parties hereby consent to the exercise of exclusive jurisdiction by the state or federal courts in the State of New Jersey for any claim relating to the enforcement of, or any rights under, this Agreement.

**Vendor space is limited. Applications will be reviewed on a first-come, first-served basis and based on the creative fit with the Festival. APCI reserves the right to refuse any vendor application.**