

FOURTH ST SECTION - ST JAMES COURT ART SHOW

Food Vendor Application

P O Box 188
Louisville, KY 40201-0188
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www.stjamescourtartshow.com

**PLEASE READ AGREEMENT, RULES OF PARTICIPATION
and GENERAL POLICIES BEFORE APPLYING**

PLEASE PRINT OR TYPE – Vendors submitting incomplete applications will NOT be eligible for consideration
No fee is required at this time. Booth fees are \$565 for beverage vendors, \$1000 for food and beverage.

Full Name		Primary Phone – please indicate cell, work or home
		Secondary Phone - please indicate cell, work or home
Primary Address	City, State, Zip	
Business Name (If Applicable)		
E-mail Address		
Website		

Please provide a complete menu and price list of all items you wish to sell below, or attach separately. We endeavor to avoid duplication of food items in the show, therefore, not all menu items may be acceptable. Items not disclosed on the application may not be brought.

Menu and Prices:

Please attach an image of your booth set-up. If you do not have one, use this space to describe your booth. (Not necessary for returning vendors unless booth design has changed.) Please note, vending out of trailers or food trucks is not possible in our section due to space constraints.

SUBMISSION OF THIS APPLICATION, VALID FOR THE CURRENT SHOW YEAR ONLY, SIGNIFIES YOUR UNDERSTANDING AND ACCEPTANCE OF, AND AGREEMENT TO ABIDE BY THE RULES OF PARTICIPATION AND GENERAL POLICIES OF THE ST. JAMES COURT ART SHOW IF INVITED TO PARTICIPATE.

Signature _____ Date _____

You need only return this form if accepted

FOOD VENDOR AGREEMENT AND VENDOR INDEMNITY FORM St. James Court Art Show – South Fourth Street Section

The Food Vendor agrees to the following:

1. All food product must be approved by The South Fourth Street Association Art Show Committee. You may be asked to remove any unapproved product. No alcoholic beverages are to be sold by any Food Vendor. Non-food items (merchandise etc.) are not allowed unless approved in writing.
2. If the Art Show accepts sponsorship from a food or beverage vendor, all Food Vendors must adhere to any restrictions imposed by the sponsorship with regard to product sales.
3. Any access to electricity and water is made by prior arrangement or is not assured. Any generator that can be heard, seen or emits odors outside of the confines of your booth space is not allowed.
4. You must return your space to its original condition and may not encroach on others' space.
5. You must obtain all permits and licenses required by the City of Louisville. Your St. James Vendors Permit will be given to you at the show.
6. Proof of Insurance listing Fourth St. AND the St. James Court Art Show must be received in order to register for the Art Show.
7. You must collect and pay all sales taxes due to the State of Kentucky. Forms will be provided to you at the show if needed.
8. Food Vendors must adhere to the Show's "Rules of Participation and General Policies", copies enclosed.
9. Refunds are given prior to September 1 less a \$75 cancellation fee and must be requested in writing. Fees will not be applied to the following year. No refunds if inclement weather is experienced during the event or if other events beyond the control of the organizers affect sales or hours of operation, including but not limited to other acts of God or terrorism. Organizers will follow the advice of police and/or weather service personnel in mandating evacuations or closures.

Please note that set up is difficult and you will not have vehicular access to your booth during the hours the show is in operation and a suitable period before and after. If you have any concerns, please discuss them prior to your arrival

Your return of the registration materials indicates your understanding and acceptance of the Rules of Participation, General Policies, and Other Information, insofar as they apply to sales of food for consumption on the premise, copies of which are enclosed. Jurors circulate during the show and any vendor observed not following the rules may be immediately dismissed and will not be reinvited to participate in any section of the show. Reasons for expulsion from the show are not limited to these violations and any artist may be put on probation or excluded at the discretion of the Art Show.

During the term of this agreement, (Vendor) _____ assumes all risks incident to or in connection with the permitted activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the permitted activity or the conduct of permittee's operation. Permittee hereby expressly agrees to hold harmless the St. James Court Art Show, its Consortium members including the South Fourth Street Association, its agents, servants, employees, officers and directors for penalties for violation of any law, ordinance or regulation affecting its activity and from any and all claims, suits, losses, damages or injuries directly or indirectly arising out of or in connection with the permitted activity or conduct of its operation or resulting from the negligence or intentional acts of permittee or its officers, agents or employees.

Vendor Name

Company Name

Business Address

Vendor Signature

Date

The following Rules of Participation and General Policies applies to ALL sections of the St. James Court Art Show. Please read it carefully before submitting an application. If you are unable to meet our criteria, please do not apply.

These rules have been abbreviated to only those which may apply to food vendors

We reserve the right to accept or reject any new or returning exhibitor for reasons not specifically listed below.

RULES OF PARTICIPATION and GENERAL POLICIES

- ◆ Food products must be only for on-site consumption.
- ◆ Booth structure and displays must not exceed limits of assigned space.
- ◆ Exhibitors will cause no noise which can be heard beyond the perimeters of their own exhibitor space without previous written permission from the association in which they exhibit; and if that permission is granted, additional permission must be requested from the neighboring association if its boundaries are within 50 feet. Hawking of items is prohibited.
- ◆ Exhibitors may not share booth space unless they have submitted a joint application and have been accepted as such, nor may they sublet or apportion space to anyone else.
- ◆ Vendors **MUST** be present and have booth open for business during all hours of the 3-day event.
- ◆ Participation in more than one section of the show in the same year is prohibited, but applications may be sent separately to any or all of them. If you receive and accept an invitation to participate from one section of the show and pay for booth space, you are ineligible to participate in any other section.
- ◆ All sections of The St. James Court Art Show are reviewed annually and reserve the right to accept or reject any new or returning exhibitor. Any exhibitor released from one section of the show for infraction of participation rules is subject to exclusion from all sections of the show.
- ◆ Exhibitors are responsible for providing their own tents with weights and displays, which should be sufficiently sturdy to withstand the weather and crowds. Exhibitors can be held liable if they or any of their property cause damage. Louisville Metro Police provide security during the shows hours of operation; private security is on site after hours. The show takes place in an urban (albeit residential) area, so reasonable precautions should be taken to ensure the safety of you and your property. It is required that each exhibitor obtain general liability insurance, as the shows' insurance DOES NOT extend coverage for exhibit damage, bodily injury or theft.
- ◆ The average booth space allotment is 10' by 10', but this varies since it is an outdoor show where natural and man-made obstructions can limit or increase its size. Tents should not be bigger than 10'x10', nor should display height exceed 9' to clear overhead tree branches in some areas. The show is held in a residential neighborhood; booth spaces throughout the show are located on concrete, asphalt and grassy, tree-laden areas, with some even straddling curbs, walkways and driveways. Check with the individual section contact regarding specific site information.
- ◆ Exhibitors must abide by and displays must be in accordance with local fire regulations.
- ◆ Louisville Metro Police provide security during the shows hours of operation; private security is on site after hours. The show takes place in an urban (albeit residential) area, so reasonable precautions should be taken to ensure the safety of you and your property. It is recommended that each exhibitor obtain general liability insurance, as the shows' insurance DOES NOT extend coverage for exhibit damage or bodily injury.
- ◆ The Art Show is a pet-free event except for documented service animals.
- ◆ Kentucky law requires collection of a 6% sales tax on all sales made during the art show. It is not necessary for you to obtain a Kentucky tax I.D. number. The Kentucky Revenue Cabinet will provide documents which will be given to you at the show.
- ◆ The city required Personal Conveyance Permit is included in your booth fee, provided in your packet, and must be displayed at all times.
- ◆ Unprofessional conduct, failure to abide by the Rules of Participation or General Policies or abuse of volunteers is cause for immediate dismissal at the discretion of the Art Show Section Director.

Jurors will circulate at random during the show to ensure that all work shown is in compliance with these guidelines.

OTHER INFORMATION (specific to the Fourth St Section)

- ◆ **SET-UP** Set up for food vendors is 9am – 11am Thursday. Food vendors may drive to their booth location and all vehicles must be off the street prior to 11am. As the traffic lanes are tight, be prepared to set up with your back tent legs on the curb to avoid obstructing moving vehicles. These may be moved forward after set-up ends. Vehicular access for food vendors and service personnel *may* be available before the show each day at the discretion of police. Due to current security policies police reserve the right to allow or prohibit access at any time.
- ◆ **DISPLAY SPACE** West side of Fourth Street approximately in front of Fountain Court. Set-up is on asphalt street which is not perfectly level, and tent weights are needed. Spaces allow for a 10'x10' tent. Extended height tents do not fit in many spaces and we do not guarantee anyone extra height. You may use the area behind your booth for storage, but must leave a minimum 3' aisle for staff access. You may not use this space to accommodate customers nor may you extend display more than a few inches beyond the perimeter of your booth in front. You may be asked to remove chairs from outside the front of the booth.
- ◆ **PARKING** Free parking by permit only on the east side of the 1300 block of Fourth Street (Magnolia to Park St), Gaulbert between Third and Fourth and paid parking in various area lots. RVs or other similarly large vehicles may not be parked on city streets overnight or during the show. Parking options will be provided ahead of time. Be aware that free parking is limited, and also restricted to 1 vehicle per exhibitor (vehicle or trailer, not both) so be prepared to use a fee-lot.
- ◆ **CANCELLATIONS/REFUNDS** Cancellations must be submitted in writing. Booth fees will be refunded, less \$75 cancellation fee, prior to 11:59pm EST September 1. The booth fee is for exhibit space rental by the applicant ONLY and is not transferable to another exhibitor, nor will it be applied to the following show year. If the registrant cannot participate, control of the space reverts back to the show and refunds are made per stated policy. No refunds if inclement weather is experienced during the event or if other events beyond the control of the organizers affect sales or hours of operation, including but not limited to other acts of God or terrorism. Organizers will follow the advice of police and/or weather service personnel in mandating evacuations or closures.