



## The 13th Annual Lincoln Park Music Festival 2018 Vendor Registration Form

Please print or type all information. You may mail in your form with payment or drop it off in person at 450 Washington St, Newark, NJ 07102. **Acceptable forms of payment are business checks or money orders made payable to "Lincoln Park Coast Cultural District" (LPCCD). Personal checks will be accepted up to a month before the event.** You may fax your application to (973) 732-4012 to hold your space but reservations are not confirmed until all fees are paid. Space availability is limited and fees are subject to the vendor's preferred zone location in the park. Please book your space as soon as possible. If you should have additional questions, please contact Mozell Baker 973-242-4144.

### Festival Schedule & Times:

Friday, July 27 <sup>th</sup>	Jazz/Youth Showcase/Gospel Concerts	12:00 pm – 8:00 pm
Saturday, July 28 <sup>th</sup>	House Music Concert	12:00 pm – 8:00 pm
Sunday, July 29 <sup>th</sup>	Hip-Hop Concert	12:00 pm – 8:00 pm

### Instructions

- 1) Please read and sign the enclosed Vendor Agreement along with a completed application. Make fees payable to: LPCCD 450 Washington Street, Newark, NJ 07102.
- 2) Vendors must provide their own tents, tables and chairs. In addition, **food vendors must provide garbage cans and containers for grease. If any grease is left or spilled in area, vendor will be fined by the City of Newark.**
- 3) Vendors may arrive as early as **8:00am to set up and no later than 10:00am.** Vendors arriving **after 10am** may not be permitted to participate and any **fees paid are non-refundable.**
- 4) The City of Newark now requires that all vendors obtain a "Special Event Vending License" at City Hall 920 Broad Street, Room B17, Newark, NJ 07102. The fee is **\$50.00 per day. For those using fire, a special Fire Permit is required for a fee of \$75.00 by going to the 1010 18<sup>th</sup> Avenue Newark, NJ 07106. Vendors must come to the City of Newark to be processed and get a local police check. Food vendors must obtain proper fire and health permits.**
- 5) There is no rain date for this event.
- 6) Vending rates for 10' by 12' space:

#### Food Vendors

3 Day Platinum Zone Package	\$1,050.00	Platinum Zone	\$350.00 per day	\$400.00 (Saturday Only)
3 Day Gold Zone Package	\$ 900.00	Gold Zone	\$300.00 per day	\$400.00 (Saturday Only)
3 Day Silver Zone Package	\$ 750.00	Silver Zone	\$250.00 per day	\$400.00 (Saturday Only)

#### Arts & Crafts Vendors

3 Day Platinum Zone Package	\$675.00	Platinum Zone	\$225.00 per day	\$225.00 (Saturday Only)
3 Day Gold Zone Package	\$600.00	Gold Zone	\$200.00 per day	\$225.00 (Saturday Only)
3 Day Silver Zone Package	\$525.00	Silver Zone	\$175.00 per day	\$225.00 (Saturday Only)

- 7) Non-Profit community organizations may participate at \$200.00 per day. (Limited space; only 10 spots available)

**Business/Organization Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Telephone Number:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Emergency Contact Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Type of Vendor/Business: (Check One)**

- Food Vendor  
Type of heating being used:  Propane  Sterno  None

Describe types of food being sold:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Merchandise Vendor (Hand Made or Original Work): Yes or No

Describe types of products being sold:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Non-Profit/Community Based Organization

Describe information that will be dispensed

\_\_\_\_\_  
\_\_\_\_\_

Days (check all that apply)

- Friday  Saturday  Sunday

**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Lincoln Park Coast Cultural District  
Lincoln Park Music Festival Rules and Events  
Exhibitor/Vendor Agreement

1. This exhibitor/vendor Agreement (the "Agreement") is made as of The Lincoln Park Coast Cultural District ("LPCCD") signature date below, by and between LPCCD and the exhibitor or vendor identified in the signature block (the "Vendor"). This Agreement constitutes an essential part of the contract for exhibit space at an event (the "Event") and together with the Vendor Registration Form for such Event shall constitute the entire agreement between the parties.
2. Vendor agrees to indemnify, defend and hold harmless LPCCD, its management, volunteers, employees, related promoters, sponsors, organizers and agents from and against any claim, loss or suit involving Vendor and related to an Event, including for personal injury or property theft or damage. Unless otherwise stated herein or in the Vendor Registration Form, to the full extent permitted by law, LPCCD disclaims and shall have no liability for its performance under this Agreement or the Vendor Registration Form or any occurrences at the Event such as injury, theft, damage or otherwise.
3. Unless otherwise set forth in the applicable Vendor Registration Form, Vendor agrees to set up at least one hour prior to the start of the Event; to stay in operation for the duration of the Event; to leave with all unsold merchandise, boxes, debris, etc. and to keep exhibit area clean and safe at all times. **Vendor must dispose of all trash in its designated area.**
4. Vendor shall cover exhibit tables with cloth or otherwise use a suitable professional display. No boxes, extra merchandise or debris should be visible.
5. Distribution of advertising material and Vendor solicitation of any kind shall be restricted to Vendor's booth, unless LPCCD grants an exception in writing prior to the Event.
6. Vendors wishing to insure goods must do so at their own expense. LPCCD assumes no responsibility for nor guarantees the safety of the properties of Vendor, its agents or employees from theft, damage from fire, accident or any other cause whatsoever.
7. This Agreement and the Vendor Registration Form shall be governed by the laws of the State of New Jersey and any dispute arising out of this Agreement or the Vendor Registration Form that cannot be resolved by the parties shall be brought in state or federal court located in Newark, New Jersey. Vendor shall be bound by all pertinent laws, codes and regulations of municipal and other authorities having jurisdiction over the Event, and Vendor shall fulfill all municipal, state and federal requirements in connection with all sales.
8. If Vendor fails to comply in any respect with the terms of this Agreement or the Vendor Registration Form, the LPCCD shall have the right (without notice to Vendor) to occupy, leave unoccupied, sell or offer for sale the exhibit space covered by this Agreement and the Vendor Registration Form without refund or allowance whatsoever to the Vendor.
9. Vendor shall not arrange an exhibit in such a way that it obscures or interferes with nearby exhibitors, in the sole judgement of LPCCD. Such interference includes, but is not limited to, issue related to the Vendor's sound system, generators, smoke, noise, audio-visual demonstrations, etc.
10. Vendor's exhibit or product may not extend beyond the limits of the Vendor's booth, into any side space, sidewalk or street.
11. No open fires of any kind are permitted and no cooking is permitted without requisite permits from the applicable health department and an operable fire extinguisher.
12. The LPCCD reserves the right to decline, prohibit or remove any exhibit which is deemed out of keeping with the character of the Event. This reservation is all inclusive, to the extent permitted by law, as to persons, things, products, printed material, conduct, smoke, noise, etc. Items prohibited for sale or possession include "Silly String," exploding caps, noisemakers, and other "nuisance products" and any product not in compliance with federal anti-piracy laws. To the extent permitted by law, prohibited items will be confiscated during the Event or preparation for the Event.
13. Vendor may display and sell only what is listed on Vendor's Vendor Registration Form.
14. In the event of a breach of this Agreement by LPCCD, Vendor's sole and exclusive remedy and LPCCD's entire liability shall be a refund of the fees paid by Vendor for the applicable Event. Notwithstanding the foregoing, the LPCCD will not be liable for the fulfillment of this Agreement and the Vendor Registration Form for the delivery of exhibit space if non-delivery is due to any of the following causes: public enemy, war of insurrection, local or regional civil disturbances, strikes, fire, the authority of law, an act of God, inclement weather, or for any other cause beyond its control. **There will be no**

Lincoln Park Coast Cultural District  
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**refunds in the event that the Event cannot be held.**

15. There will be a 50% charge for Vendor cancellations more than 14 days prior to the Event. No Cancellations shall be accepted after 14 days prior to the event. Cancellations are to be made only in writing and only by mail.

16. All refunds are at the discretion of the LPCCD.

17. The LPCCD shall have full power in the endorsement and interpretation of all the rules and regulations contained herein, and to the extent permitted by law, the power to make amendments and further rules and regulations, as it considers necessary for the administration of the Event.

18. Vendor may not assign this Agreement or the Vendor Registration Form or permit any other person or entity to use the exhibit space in whole or in part.

19. A CURRENT AND VALID CERTIFICATE OF INSURANCE FROM ALL FOOD VENDORS, PONY RIDES, ANIMAL DISPLAYS, DANCE SCHOOLS, MARTIAL ARTS SCHOOLS, DEMONSTRATIONS OR OTHER EXHIBITS AT THE DISCRETION OF LPCCD is required one-month before the Event. The Certificate must name "Lincoln Park Coast Cultural District," as "Additionally Insured," and be typed on the certificate with the date, name and location of the Event. All Food Vendors must comply with the Health Department and Fire Department regulations of the local municipality, including the filing of necessary permits.

20. In the event of a conflict between the terms of this Agreement and a Vendor Registration Form, the terms of the Vendor Registration Form shall take precedence.

**Contact Information:** Contact LPCCD, for more information at (973).242-4144. Mail completed form and payment to: Lincoln Park Coast Cultural District, 450 Washington Street, Newark, NJ 07102.

Vendor:

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Authorized Signature

Date

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Company Name