Sparks Market Avenue

Vendor Contract/Application 2012

(PLEASE RETURN THIS PAGE TO MARKET MANAGER)

**Festival Name:** Sparks in the Park 2012

**Location:** Milford High School, 2380 S. Milford Rd., Highland, MI, 48357

**Festival Date:** Saturday, June 30th 2012 **Rain Date:** Sunday, July 1st 2012

**Contract/Application Deadline:** June 3rd, 2012

Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Alt. Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Profit: \_\_\_\_\_\_\_ Number of 10 x 10 Booth Spaces: \_\_\_\_\_\_\_\_ Total ($50.00 X \_\_\_\_\_) = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Non-Profit: \_\_\_\_\_\_ Number of 10 x 10 Booth Spaces: \_\_\_\_\_\_\_\_ Total ($25.00 X \_\_\_\_\_) = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* **Are you going to bring a generator to the Sparks Market?** Yes\_\_\_\_\_ No\_\_\_\_\_

**HOLD HARMLESS**

If application is accepted by market manager, all cancellation requests must be received by **June 3, 2012** to obtain a refund. Applicant understands the above booth fees shall not be refunded in the event that the vendor cancels or does not attend the event by the deadline.

With the signing of this contract, applicants do expressly release all participants and/or entrants, shall agree to hold harmless and indemnify the Highland/White Lake Business Association, Stone Cold Statuary, its officers, agents, board of directors, assignees, designees, from any and all liability, loss, claims, demands, damages or expenses, from any accident or occurrence, with respect to person or property and agree to assume full responsibility for the same.

* The market manager retains the right to refuse any applicants/vendors due to similar entries.

**This agreement shall constitute the entire Agreement between the parties, and no variance, verbal agreement or modification shall be valid except by written agreement, executed in the same manner as this Agreement. We hereby agree to the enforcement of all rules and regulations of the event as set forth in the application.**

Applicant Signature Date Kevin Lawrence, Market Manager Stone Cold Statuary Date:\_\_\_\_\_\_\_\_\_\_\_\_

**CONTRACT DEADLINE**

Applications will be accepted up to **June 3, 2012.** However, if allotted spaces are filled prior to the deadline, applications will no longer be accepted without notice. A $10.00 late fee will be charged for any payments received after June 3, 2012.

**Please mail your signed application, entry fee, proof of insurance, sales tax license, aGRICULTURAL LICENSE OR NUMBER, any required documents for ‘cottage food’ law, DESCRIPTION OF ITEMS TO BE SOLD AT MARKET (AS SHOWN ON PAGE 4), and photos of products and booth set-up to:**

***Please address any questions to Kevin Lawrence, Market Manager, at (248)755-1195/alaw4196@aol.com.***

**Stone Cold Statuary**

Kevin Lawrence, Market Manager

2500 Childs Lake Road

Milford, MI 48381

**SPARKS MARKET AVENUE VENDOR CONTRACT**

(VENDOR - PLEASE RETAIN THIS CONTRACT FOR YOUR RECORDS)

 **Festival Name:** Sparks in the Park2012

 **Location:** Milford High School, 2380 S. Milford Rd, Highland, MI 48357

 **Festival Date:** Saturday, June 30th, 2012; **Rain date:** Sunday, July 1st, 2012

 **Contract/Application Deadline:** June 3rd, 2012

**HOURS OF OPERATION**

* Set-up time starts Saturday at noon. Vendors shall be ready to begin sales at 4:00 p.m. If you would like to start sales earlier, please make arrangements with market manager.
* Market hours are Saturday from 4:00 p.m. to 11:00 p.m.
* Tear-down begins following the fireworks display but no later than 11:00 p.m. No early tear-downs please.
* Vendors shall check-in with market manager upon arrival prior to setting up booth space to pick up an informational vendor packet.

**ATTENDANCE AT THE MARKET**

* **Cancellation Policy** (vendor’s w/reservations): All cancellation requests must be received by **June 3rd, 2012** to receive a refund.
* **‘Walk-On’ Vendors** - Any **‘Walk On’** vendors must provide all required documents before start of market and uphold all vendor guidelines.
* Vendors who are running late or cannot attend shall notify market manager, Kevin Lawrence, by calling and personally speaking to him @248-755-1195. Your space will be forfeited if other arrangements have not been made by 2 p.m. the day of event. No refunds will be given.

**PAYMENTS:**

**Mail payments to: Make Checks or Money Orders Payable to:**

Stone Cold Statuary Stone Cold Statuary

Kevin Lawrence, Market Manager

2500 Childs Lake Road

Milford, MI 48381

All fees are to be **paid in full with signed contract by June 3rd, 2012**. A $10.00 late fee will be charged for any payments received after June 3rd, 2012. Checks or money orders are acceptable. If not selected to participate, all payments will be refunded in full to the applicant.

* **Notice: All vendors with returned checks due to non-sufficient funds will be charged an additional $50.00 plus all accumulated bank fees.**

**LOCATION**

Booth location is to be determined by Kevin Lawrence. Space is based upon availability. A diagram of your designated area will be provided to you prior to the event. Booth sizes are 10’ X 10’. More than one booth space can be purchased. No changing or swapping assigned spaces unless approved by market manager.

**FOOD**

* On-site food preparation only allowed to be done by organizations that are licensed to do so. All others must prepare food off-site in a licensed kitchen. All safe food handling practices must be followed including local, state and federal rules and regulations for proper food temperature, hand washing, utensil washing, and water disposal, etc. Food shall be clean, wholesome, and safe for human consumption and shall be handled, stored, transported and offered for sale, in a sanitary manner as established by the Oakland County Health Department and/or State of Michigan.
* Food Products can be cut or opened for display at the show. If properly wrapped, free samples may be given to customers but cannot be sold (in accordance with the Oakland County Health Department Regulations). Disposable utensils, napkins, toothpicks, etc., will be provided and disposed of by the vendor.

**COTTAGE FOOD LAW** – Vendors who fall under this law are required to follow proper labeling guidelines. For more information, please visit [www.michigan.gov/mda](http://www.michigan.gov/mda). Please select the ‘Cottage Food Laws’ tab. In addition, vendors shall provide all required documents and vendor guidelines before being accepted into the market.

**INSURANCE**

All market vendors must submit proof of liability insurance. Liability insurance with a rider showing the Highland/White Lake Business Association, Stone Cold Statuary, Huron Valley Schools, its officers, directors and agents as ‘additional insured’ for Sparks in the Park. Proof of liability insurance must be received by Stone Cold Statuary with the application by **June 3rd, 2012**.

**ELECTRICITY**

* **Electricity will not be provided by the event sponsor; please bring your own generator if electricity is needed**.
* Event sponsor is not responsible for generator failure during the event.
* If an electrical cord is used that crosses the sidewalk, it must be covered and secured to the ground to prevent pedestrian accidents.
* Outdoor-grounded cords free of defects are required.
* If lights are needed, it is the vendor’s duty to supply them.

**WATER**

* **Water will not be provided by event sponsor.**
* Vendors are responsible for all wastewater.
* Water must be contained and cannot create any outside accumulation.

**BOOTH RESPONSIBILITIES**

* *All vendors shall post a sign no smaller than 8 ½ X 10 inches including their name and location of business.*
* Vendors shall supply their own sales equipment, table, chairs, displays, racks, signage, bags for customers, and money for change, etc.
* All ‘E-Z Ups’ must be weighted down (no stakes allowed).

**ADDITIONAL VENDOR RESPONSIBILITES**

* All prices must be clearly marked and neatly posted; undercutting competition will be prohibited.
* Sales tax and other applicable licenses must be clearly posted in your booth.
* All vendors cars must be parked in designated parking area(s).
* Vendor will occupy and attend assigned space throughout the event.
* If selling fruit and vegetables, flowers, etc., must show your Agricultural License or Number.
* All local, state and federal rules and regulations related to the merchandise you sell must be strictly adhered to.
* During the event, all food vendors must be supervised by a certified food manager at their concessions at all times.
* Please bring disputes between vendors and/or between vendor and customers, to the immediate attention of the market manager. Please present it in a mature and courteous fashion.

**CARE OF AREA** (before, during and after event)

All participating vendors agree to keep their area in a clean and sanitary condition during the event. ***Your area must be clean and free of trash before leaving the event.***

**SUB-CONTRACTING**

Subcontracting of space **will not** be allowed.

**SECURITY**

The Highland/White Lake Business Association and/or Stone Cold Statuary will not be responsible for safekeeping of your property.

**VIOLATIONS**

 Vendors in violation of the contract may be expelled from the event immediately and/or not invited back next year based upon the discretion of the Highland/White Lake Business Association, market manager, its officers, directors and agents.

* ***Smoking, alcohol and illegal drugs are strictly prohibited on Milford High School grounds.***
* **DESCRIPTION IN FULL OF PRODUCT/ WHAT YOU ARE TRYING TO SELL** (attach additional sheets as needed). Please include three (3) pictures of items to be sold (including one of booth set-up). Pictures will not be returned.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Thank you for your involvement in the 2012 Sparks in the Park Market Avenue!**

**We look forward to working with you and value your participation!**