2024

VENDOR APPLICATION



[This application can be found online at www.virginiacaribfest.com. Read the following information carefully and mail the completed application with payments. Please application for your own records. **PLEASE NOTE:** Submitting the application of your acceptance.]

1/1/2017

Important Dates:

Application Deadline: Sunday, June 30, 2024
Certificate of Insurance Due NLT: Sunday, June 30, 2024
Notification of Acceptance: Monday, July 1, 2024

Festival Date: Saturday, September 7, 2024 12 to 10 p.m.

How to Apply:

The 2024 Virginia Carnival "CaribFest" Festival is pleased to offer marketing opportunities to organizations as an avenue to reach an expected 5,000 guests that attend the Festival. After reading the rules and regulations, complete the 2024 CaribFest Festival Merchant Application and submit along with the appropriate fee and deposit. Applications will be reviewed and space offered based on space and availability. All fees MUST accompany the application to be considered for acceptance.

Please note: All communications before, during & after the event are executed via email. All applicants are required to have a valid email address and phone number to participate.

Please make sure to read all information, print a copy for your records and return signed copies of the following:

- Festival Park Vendor Agreement (First Page Only)
- Application for Special Event Business License
- Application for Temporary Food Service Permit
- VCACA, Inc. Vendor Agreement
- Insurance Certificate (must be received before space can be confirmed).

Payment in FULL must accompany your application. A \$25 service fee will be charged for returned checks of accepted organizations. Make checks payable to "VCACA, Inc.". We only accept payment in the form of a check, cashapp, zelle or money order, no credit cards will be accepted.

Mail completed application along with fees to: VCACA, Inc.

Attn: Patricia Forde 22 Henrys Fork Dr. Hampton VA 23666

Payment will be returned to organizations that are not accepted. See page 2 for detailed information regarding vendor fees. All checks of accepted vendors will be deposited when notified of acceptance. After this date there will be no refunds issued.

Questions? Contact Pat at tntguy@aol.com or 757-766-0532 or 757-358-2055 (cell).

ALL organizations are contracted to be open and fully operational during Festival hours.

The Festival will go on rain or shine.

VIRGINIA CARIBBEAN-AMERICAN CULTURAL ASSOCIATION INC. (VCACA, Inc.)
P.O. Box 10004
Norfolk, VA 23513
(757) 766-0532

E-mail: tntguy@aol.com

Dear Prospective Vendor:

Welcome to the 19th Annual CaribFest Festival to be held on **September 7, 2024** at Town Point Park, 333 Waterside Dr., Norfolk VA 23510. The attached Forms/Applications are due **NLT June 30, 2024.** The Event Organizer will not be responsible for delays in the mail. Here are the specific mandatory vending fees required:

	Apply by June 30	Apply after June 30
Retail Vendor		
10 x 10 or Smaller Tent	\$275.00	\$375.00
10 x 20 Tent	\$300.00	\$400.00
15 x 15 Tent (max.)	\$325.00	\$425.00
Food/Dessert Vendor		
Dessert Truck / Trailer / Tent	\$400.00	\$500.00
Food Truck / Tent	\$850.00	\$950.00
Amusement Vendor	\$200.00	\$300.00
Arts & Crafts Vendor	\$200.00	\$300.00
Educational / Informational	\$150.00	\$250.00
Sponsor	Free	Free

- Business License: \$50.00 (A Business License is required for <u>ALL</u> vendors. If you have current City of Norfolk Business License, please submit with application)
- **Temporary Food Service Permit: \$40.00** (Food Vendor only)
- **Insurance:** \$75.00 (Purchased through organizer or you can get your own)
- Clean-up Deposit: \$150.00 (Will be refunded after being inspected and found to be in order)
- Late Registration Fee: \$50.00 (if any portion is paid after June 30, 2024)

Note: All applicable fees <u>MUST</u> be submitted with your application or it will not be processed. Unless you have your own tent, ALL other tents must be rented through Organizer.

The following will be considered during the selection process: Quality and value to our guests, uniqueness of menu, profitability potential and prior event experience. You will be notified by email of our decision. The overall appearance and presentation of your booth is critical to the overall feeling of the festival and to your retail success. We want to ensure that everyone has the best possible experience. The festival staff determines booth placement.

For further information, please contact: Pat (757) 358-2055 or George (757) 675-5233 or email: tntguy@aol.com

Sincerely,

President

RULES & REGULATIONS

(Keep this page for your records)

Vendor Description:

- Food / Beverage: Selling food / beverage products
- **Dessert:** Selling ice cream / snow cone/popcorn, cakes, corn, products, etc.
- **Retail:** Selling merchandise (clothing, flags, Jewelry, CD/DVDs, etc.)
- Arts & Crafts: Selling "handcrafted" products only
- **Amusement:** Providing games/face-painting/inflatables, etc.
- Educational: Selling educational products
- **Informational:** Providing business information or promotional materials (free services)
- **Sponsor:** Providing free gifts/information, promotional materials or free services

After reading the rules and regulations, complete the Application and submit with payment. Full payment for your booth and separate clean-up deposit must accompany the application to be considered.

1. VENDING BOOTHS:

- **a.** ALL PROCEEDS from vendor sales belong to the vendor. No commissions will be assessed.
- **b.** STORAGE OF MATERIALS during the event must be confined within the area assigned to you. Plan for storage within your area when designing the configuration of your booth area. Booth space will be limited to 15 feet by 15 feet. Vendors requiring over 15 feet will be required to purchase an additional space.
- **c.** VENDORS ARE EXPECTED to provide their own tables and display boards. Do not tape, tack, or otherwise affix any materials or signs to trees, lamp posts or other surfaces.
- **d.** VENDORS ARE RESPONSIBLE for transporting and placing their own booths. Labor to erect booths will not be provided.
- **e.** NO VENDORS OR THEIR REPRESENTATIVES shall conduct themselves in a manner offensive to general standards of decency or good taste. The festival organizer reserves the right to screen all booths and exclude inappropriate items. In the event of inappropriate behavior, the booth will be forced to close and all fees will be forfeited.
- **f.** WHEN VACATED, booth space must be left clear of paper, packing materials and other refuse. Do not discard cartons or packing materials anywhere in the festival area. These items must be stored in your vehicle and taken with you upon departure or placed in the dumpsters provided.
- yendor Set-UP may begin at 10:00 a.m. on Friday, September 6th. All booths must be fully set up and operational by 11:00 a.m. on Saturday, September 7th and remain open until end of show. If you arrive later than 6:00 p.m. on load-in day, you cannot setup until Saturday between the hours of 5:00 a.m. to 7:00 a.m.
- 2. Submit a complete menu of proposed food items. To preserve the integrity of each food vendor's market, this menu will be screened and a final approved menu returned with your confirmation. Only items on your approved menu list will be allowed for sale at the Festival.
- 3. PROOF OF INSURANCE: Each vendor must ask his insurance agent/company to provide the CaribFest Festival with a Certificate of Insurance naming "The City of Norfolk, Festevents and VCACA, Inc. their employees, agents, volunteers and officers as additional insured." Vendors are expected to carry their own insurance coverage to protect their merchandise from damage, loss, or theft incurred while participating in the CaribFest Festival. Insurance is required with minimum policy limits of one million dollars (\$1,000,000.00) for bodily injury or death to one or more persons

in any one accident or event, and fifty thousand dollars (\$50,000.00) for damage to property resulting from any one accident.

- **4. TAX INFO:** Vendors are responsible for collecting and paying the **6.5%** Virginia meals tax at the time of sale and for reporting earnings to the IRS. The Commissioner of Revenue will mail you the Sales Tax Forms. You MUST return this form no later than by the **20**th of October, the month after the festival. If you have any questions or do not receive your form please contact (757) 664-7886 for further details. Mail taxes to Lorraine Parker, License Inspector, Commissioner of Revenue, P.O. Box 2260, Norfolk, VA 23501-2260.
- 5. TENT INFORMATION: Only commercial grade tents are allowed for food booths and MUST be Flame Retardant/Resistant (a flame retardant/resistant certificate shall be kept on site). Residential tents are allowed for Retail / Arts & Crafts / Informational / Educational only. All tents must be anchored with cinder-blocks, sandbags or ground stakes.

Note: Only the tent size provided on the application will be allowed to setup. No joining of tents is allowed. If your tent size is larger than what is on your application, you will be charged an extra fee of \$150.00.

- 6. VEHICLE USE IN THE PARK: Vehicles are not allowed to drive on grassy areas. Please use designated driving paths only during load and unload periods. Please do not leave your vehicle unattended, unload or load as quickly as possible. Breakdown of your tent must not start before 9:00 p.m. however, some packing and cleaning are allowed to take place early to speed up the breakdown process. No vehicles will be allowed in festival area for loading until it is deemed safe and appropriate by Norfolk City Officials. No vehicles are permitted to drive on-site while event is in progress at any time! The maximum time vehicle are allowed to unload on-site 45 minutes. Vendor is responsible for offsite parking. No passes will be issued for free parking. Please obey all traffic laws. Parking for the day is available in a variety of parking garages in close proximity to the park. Only oversized trucks/ trailers are allowed to park at Plume Street parking lot after unloading.
- 7. TRASH, OIL DISPOSAL & WATER ACCESS: Vendor must dispose of all trash in the designated on-site dumpster or request assistance Festival staff after trash is bagged. No trash will be picked up if not bagged. All gray water and grease must be disposed of in the designated wastewater area on-site (no food items).

Note: If electricity and/or water are required, each vendor must provide his/her own outdoor use extension cords (three-prong type approved for outdoor use only) and cord cover to reduce trips and falls, and a food grade water hose (food vendors only).

- **8. EVENT BREAKDOWN:** All booths MUST be broken down, packed and area cleaned no later than **12:00 a.m. Sunday for inspection of your area or your \$150.00 clean-up deposit will NOT be refunded** (maintain cleanliness at all time). Any vendor failing to completely clean-up their area(s) risk not being accepted for participation at the following year's Festival. Vendor shall be responsible for policing and maintaining a neat and orderly appearance in and around their concession area. To this end, Vendor will provide trash bins/bags as receptacles for their own use and for the use of their patrons, at their booth.
- **9. TURF DAMAGE:** Upon your acceptance into the event, food vendors must provide adequate ground cover to protect the grass or ground surface. This should be landscape quality **filter fabric / roofing felt paper** material. Food vendor must also provide adequate protection from grease and ash spillage. Plywood or other like material MUST be placed under any fryer or grill and vehicle wheels. Vendors will be held financially responsible for any damage done to the turf. Your clean-up deposit fee (\$150.00) will be forfeited to clean the area.

- 10. COMPLIANCE WITH LAWS: Vendor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of its work. Vendor represents that it possesses all necessary license and permits required to conduct its business and will acquire any additional license and permits necessary for performance of this contract prior to the initiation of work. Vendor shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of Vendor's obligations hereunder. LP tanks must be kept at least 10 feet away from cooking appliances or ignition sources with relief valves directed away from the interior of the tent. All LP connections must be "leak tested" before lighting appliances. The use of long matches or electric matches is recommended to light appliances. Cooking appliances must have a 10 ft. propane line.
- 11. ELECTRICAL REQUIREMENT: POWER is available on site. Each outlet is 110 volts, 20 amps. Additional fee will be required for 220 volts. Portable, quiet generators are permitted. It is very important that you list each item or appliance that you are going to plug in. Each vendor must bring their own extension cords. Extension cord shall be of the three prong type approved for outdoor use only and shall not be subject to physical damage by pedestrian or vehicular damage. Cords should be a minimum length of 50ft. All extension cords should be appropriate for the equipment being used.

A fully charged UL approved FIRE EXTINGUISHER (40BC or K type) with a minimum rating of 4A or two (2) fire extinguishers with a rating of 2A is required. All equipment must meet Virginia Occupational Safety and Health standards (NO EXCEPTIONS). Cooking tents will either have 1-40BC or K type extinguisher location accessible and visible to all occupants of the tent for immediate use. All areas with "pig cookers" shall have a fire extinguisher. The extinguishers must have current inspection tags and be operational. Newly purchased fire extinguishers may use the sales slip to show the inspector that they are within code.

12. COPYRIGHT INFRINGEMENT ACTIONS: Should Vendor present or allow the presentation of any composition, work, or material covered by copyright, or furnish any product covered by registered trademark, the Vendor agrees to defend, indemnify and save harmless the City of Norfolk, Festevents and VCACA, Inc. and their staff, agents or employees, for any loss, damage, or expense arising from any claim, allegation or suit for infringement of such copyright or registered trademark.

The name "CaribFest" is a trademark and MAY NOT BE USED to personalize any items sold at the Festival unless the Festival Committee has negotiated, approved and issued an exclusive Special Activities Contract with you, and arrangements have been made for the Festival to receive full commissions or royalties on the sale of that merchandise. DO NOT ATTEMPT to use the name or any variation thereof on shirts, other articles of clothing or merchandise of any kind. Violators will prosecuted to the fullest extent of the law.

13. CITY AND EVENT ORGANIZAERS NOT LIABLE FOR LOSS OR DAMAGE: The City of Norfolk, Festevents and Event Organizer shall not be liable for any loss or damage to machinery, equipment, merchandise, paraphernalia, costumes, clothing, booths, stands, exhibit materials, or any other property of the Vendor, or Vendor's agents, employees, patrons, or guests, caused by theft, riots, strikes, civil commotion, fire, acts of God, or any other cause of whatever kind of nature. The City of Norfolk, Festevents and Event Organizer shall not be responsible for charges or expenses on any materials, merchandise, properties, printed or advertising matter or otherwise, delivered for the Vendor. The City of Norfolk, Festevents and Event Organizer will not receive materials/products on behalf of a Vendor.

For further information, please contact: Pat (757) 766-0532 or George (757) 675-5233 or tntguy@aol.com

VCACA, INC. VENDOR AGREEMENT

Please sign/date and mail with application

I certify that the information I provide is true, correct and that I understand and will comply with the rules and general information provided in this contract.

Further, I certify that representatives of my organization will abide by said rules and regulations.

I understand that once I have been accepted; there will be **no refund** of my application fee. If I am not accepted as a vendor my application fee will be returned to me.

I understand that if I cancel I will not be reimbursed nor will I be able to carry over the vending fees to the next year.

Although there will be security on Friday night, all fixtures and materials that are left overnight will be at the vendors' risk. No booth may be dismantled or removed from its assigned space prior to the end of the festival on Saturday night. I agree to indemnify and hold harmless Event Organizer for any such failure to make these provisions.

I understand that I must abide by the rules set forth regarding electrical and water usage and disposal of trash and that if I do not, fines will be assessed accordingly.

I understand that failure to adhere to these rules and regulations will result in the immediate termination of my participation, forfeiture of all deposits and fees, and denial at future events.

I understand that if the event is cancelled due to inclement or hazardous weather, **partial refund (50%)** may be issued and **no credit** will be given toward future events.

Having read this waiver and knowing these facts and in consideration of your acceptance of my entry, I, for myself and anyone entitled to act on my behalf, waive and release all sponsors, their representatives, and successors, and any individual or group associated with this event from all claims and liabilities of any kind arising out of my participation in this event, even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver.

By submitting and signing this application to the Caribfest Festival, vendor indicates that he/she has read and fully understands and accepts the Terms of Contract.

ANY VIOLATIONS OF VCACA, Inc. AGREEMENT, TERMS & CONDITIONS CAN RESULT IN A FINANCIAL PENALTY TO BE PAID BY THE VENDOR, BOOTH CLOSURE, LOSS OF ALL FEES, AND REMOVAL FROM THE PARK AND EXCLUSION FROM FUTURE FESTIVALS.

Print Name		
Signature of Vendor's Representative	Date	