



2011 BULL DURHAM BLUES FESTIVAL VENDOR APPLICATION INSTRUCTIONS



Saturday, September 10, 2011
6 PM – 12 Midnight
Durham Central Park, Inc.
501 Foster Street, Durham, NC

The St. Joseph's Historic Foundation, Inc., presenters of the **24th annual Bull Durham Blues Festival** seeks Non-Food & Food Vendors, Artists- Craftsman's, Businesses, Educational/Non-Profit groups to join the BDBF.

VENDOR SELECTION: Vendors for the BDBF will be selected on a first come, first serve basis, with consideration for a variety of offerings.

REQUIREMENTS: Vendors must meet all requirements listed below in order to be considered. Incomplete applications or missing permits may delay or cause your application to be denied.

RENTAL SPACE REGULATIONS:

1. Spaces are 10 X 10 and 10 X 15 and all vendor equipment, displays, stands, tents, tables, and supplies must be contained within these dimensions. All food vendors must purchase a 10 X 15 space.
2. Spaces will be assigned by the Festival Staff prior to the event. Festival Staff will be on-site during set up to insure vendor is set up as assigned and in compliance with all requirements and regulations.

FEES AND PAYMENT: Fees must be paid in full at the time of application submission. Discover Card, Money Order, MasterCard, Visa, American Express or cash accepted. Make money order payable to: St. Joseph's Historic Foundation, Inc.

Food: \$350 (10 X 15 space)

Non-Food Vendors: \$250 (10 X 10)

Vendor agrees to bring extension cords and at least 100 ft. of hose if using water.
(Vendors must provide tables, chairs, canopy, etc.)

FOOD VENDORS MUST HAVE THEIR MENU APPROVED BY FESTIVAL STAFF BEFORE A FINAL VENDOR SELECTION CAN BE MADE. THIS IS TO MAINTAIN A VARIETY OF FOOD CHOICES FOR THE CUSTOMERS.

REFUNDS: All fees are non-refundable. Exceptions include when the cancellation is a result of an act of nature or the event is cancelled by SJHF due to unforeseen circumstances. Please allow two to four weeks for processing. All refunds will be mailed to the individual, business, or organization's address shown on the application.

INSURANCE REQUIREMENTS: The Festival/SJHF is not responsible for providing any liability insurance or any workman's compensation insurance for the personnel of the independent contractors operating booths. The Festival, St. Joseph's Historic Foundation, Inc., City of Durham and Durham Central Park, Inc. are specifically exempt from any liability for any losses, accidents, injuries, or deaths to any personnel who are in the operation of any booth at the Festival. Vendors assume all responsibilities for any loss, damage, claim or other injury to the vendor, his or her employees, agents or representatives, or to any property or goods of the

same, whether caused by fire, theft, act of God, accident, or any cause whatsoever, for the period the vendor or his or her property or goods occupy the site, and shall indemnify and hold harmless the Festival, St. Joseph's Historic Foundation, Inc., and the City of Durham, and Durham Central Park, Inc. their employees, agents and representatives from any and all such loss, damage, injury, claim or other expense relating thereto.

SJHF will purchase special events insurance to cover the Durham Central Park and the City's liability exposure. This insurance will not protect vendors, supplies, performers, or others participating in the festival. The City of Durham requires all food vendors to obtain their own insurance, naming the St. Joseph's Historic Foundation, Inc., City of Durham and Durham Central Park, Inc. as an additional insured, with combined single limit no less than \$1,000,000 per occurrence. A copy of this insurance must be included with this application.

PERMITS:

1. All permits for tents larger than 10 X 10 must be secured by the vendor from the Durham Fire Department (919) 560-4233 ext. 234). All food vendors that will be cooking on site must also contact the Fire Department to obtain the proper cooking equipment guidelines. It is also the responsibility of each food vendor to comply with the Durham County Health Department guidelines (919) 560-7800). These requirements have changed. As of July 1, 2010, the Durham County Health Department will require a \$75 fee for all TFE's at events. This fee must be paid directly to the Health Department and a proof of payment provided to SJHF Festival Staff.
2. All licenses and permits (if applicable) must be submitted with application.

SET UP/DISPLAY TIME:

1. Setup/breakdown- All vendors are to arrive, unload and set-up between 1:00 PM and 4:00 pm in designated space on Saturday, September 10, 2011.
2. SJHF, the City of Durham and Durham Central Park, Inc. do not assume responsibility for loss or damage to equipment during the Festival.

RAIN PROCEDURE: Vendors should be prepared in case of light rain to cover your rental space with plastic covers. In the case of heavy rain, the festival coordinator will consider and determine suspension or cancellation of part or the entire event. Vendors should **NOT** leave the festival area before the festival coordinator announces suspension or cancellation of the event. The Bull Durham Blues Festival has NO RAIN DATE or rain location.

CLEAN UP & ZERO WASTE POLICY: All spaces should be picked up and left clean. Vendors are asked to take their recycling and compostable waste to the Zero-Waste station, and to take away their trash (non-recyclable and non-compostable waste) from the festival site.

POLICIES & PROCEDURES:

Vendors may not share or sublet their assigned space in whole or in part to any other exhibitor.

The Vendor will assume full responsibility for all taxes, licenses, etc. including sales tax on items sold at or as a result of the Bull Durham Blues Festival.

Vendor agrees to take full responsibility for the protection of his or her goods and property in the event of adverse weather conditions. Vendor acknowledges that due to the scale of the event, there is no rain date. The Festival will not refund any fees or expenses in the event of adverse weather.

Vendor will not distribute literature or provide any advertisement for any organization unless the literature or advertisement is approved by the Festival staff.

Vendors will comply with all laws, ordinances, orders, decrees, rules, and regulations of any lawful authority, agency or government unit which apply to the use of their vending unit during the Festival, and agrees to indemnify and hold harmless the Festival, its officers, directors, representatives, employees, agents, volunteers, and sponsors for any penalties, fines, cost, expenses, or damages.

Vendor acknowledges that constant surveillance of all areas is impossible and vendor must make provisions for the safeguarding of his or her property from the time it is placed in the vending space until it is removed from the site by the vendor. The vendor may leave items and property on-site at the vendor's own risk. The Festival recommends the removal of inventory and valuable items when the Festival is not in operation. The Festival does not assume any responsibility for personal injury or for theft, loss or damage to any goods or property of any vendor.

The Festival or the vendor may terminate this agreement at any time prior to August 31st, 2011 by notice in writing from the party desiring the termination to the other party concerned. After August 31st, 2011 if the vendor should fail to meet the obligations through any cause of this agreement in a timely and proper manner, the Festival shall thereupon have the right to terminate this contract by giving notice to the vendor of such termination.

**2011 BULL DURHAM BLUES FESTIVAL
VENDOR APPLICATION**

www.hayti.org

Return Application by Mail to: **or**
St. Joseph's Historic Foundation, Inc.
Attn: BDBF Vendor
804 Old Fayetteville Street
Durham, NC 27701

Return Application in Person:
Hayti Heritage Center
804 Old Fayetteville Street
Durham, NC 27701
(919)683-1709 ext. 21

**Application will be accepted during the hours of 10:00 AM until 5:00 PM
Tuesday thru Friday until August 31, 2011
*Payment in Full Must Accompany Application***

To ensure variety and quality, the SJHF/BDBF reserves the right to limit vendors who products are significantly similar. Please provide detail information to enhance your consideration for selection. Application received without this information will not be considered. Space is limited.

Applicants Name: _____

Applicant's relation to, title or position in business/organizations:

Business/Organization Name:

Website: _____

Category: *(check one)*

____ **Food:** (circle one) Mobile Food Unit Prepared Food Food Cart Packaged Food

____ **Artist/Craft**

____ **Non Food vendor/Business**

Briefly describe business or organization: _____

Business Address: _____ **City:** _____ **State:** ____ **Zip:** _____

Email Address: _____

Telephone: Work _____ **Cell** _____

Please list the items you plan to sell at the event, if any: _____

FEES

Booth Fee:

Food Vendor or 10 X 15 space: \$350 \$ _____

Non-Food Vendor: \$250 \$ _____

Electricity (no fee) ____ check if needed

Water (no fee) ____ check if needed

Total Due \$ _____

I hereby affirm that I have read and do understand all instructions and guidelines in the Bull Durham Blues Festival rules application form and information packet. I will comply with all of the St. Joseph's Historic Foundation, Inc/ Bull Durham Blues Festival rules/guidelines and my failure to do so will result in my removal from the Festival activities with NO REFUND. Any situation not specifically covered in these guidelines will be resolved at the discretion of the Bull Durham Blues Festival Event Coordinator.

Signature: _____ Date: _____

**Please use my credit card (Circle) Visa MasterCard American Express
Discover Card Cash**

Name Printed on the card _____

Card Number _____

Expiration Date _____ Signature _____

For Office Use Only:

Date Rec'd: _____ By Mail: _____ In Person _____

Method of Payment: _____ Amount Received _____

Approved _____ Denied _____ Date returned _____