



PATCHWORK ENTERPRISES INC

“STRIVING TO SERVE THE COMMUNITY”

COMMUNITY / YOUTH FESTIVALS & GOD'S CLOTHES CONSIGNMENT STORE
 DIVA DANCERS FOR CHRIST & MISS JUNIOR DEBUTANTE COTILLION BALL
KEOLIVER 'SKIP' MCCALL, 33, AASR, PHA
 EXECUTIVE DIRECTOR

Exhibitor/Vendor Contract

2018 PATCHWORK COMMUNITY FESTIVAL



ZION BAPTIST CHURCH, INC.
 HERE TO SERVE...OUR GOD, OUR CHRIST, OUR FELLOWMAN

Hosted by: A Community Empowerment Experience

Thank-you for your participation! We appreciate you presenting your business to our Community. We hope that you will have a financially successful experience with us. Thank-you!

Exhibitor/Vendor selection and Space locations are on a First PAID - First Served Basis

NO REFUNDS after MAY 21, 2018 cut-off date

Location: 22nd & Muhammad Ali Blvd
 22nd Street closed from Muhammad Ali Blvd to Chestnut Street
 Madison Street & Stone Alley blocked intersecting 22nd Street

Date: **Saturday, June 9, 2018, Rain or Shine,** 9:00 AM - 9:00 PM
 Streets Closed Off at 7:00 AM Streets Open Up at 11:00 PM
 Set-up 7:00 AM – 9:00 AM Break-down 9:00 PM – 11:00 PM

Set-up and Break-down Exceptions:

An Exhibitor/Vendor is not required to stop vending, during the hours prior to the Official Event Start Time or after the Official Event End Time. The exception is that all activity must cease, and the Exhibitor/Vendor must be packed up and ready to go at the Streets opening Time, 11:00 PM on Saturday, June 9, 2018.

Contracted Rates are for Saturday, June 9, 2018, Rain or Shine. There are no hourly vending fees.

EXHIBITOR/VENDOR INFORMATION

(Generators Limited to perimeter spaces)



1 -Walking Vendor \$100.00	2 -Walking Vendors (Same Item) \$150.00	3 -Walking Vendors (Same Item) \$200.00
10'x10' \$75.00	10'x15' \$100.00	15'x15' \$125.00
		10'x20' \$150.00
		15'x20' \$175.00
		20'x20' \$200.00

You the Exhibitor/Vendor Must Supply Your Own Generator

Generators are primarily limited to perimeter spaces. Generators are the ONLY EXCEPTION to the rule governing the keeping of all items within your contracted spaces. For safety, the generator ONLY may be placed on the contracted rear space border, in perimeter spaces, in order to direct exhaust away from your vending space. Nothing else may protrude from your contracted space.





We the Exhibitor/Vendor agree to abide by the following rules and stipulations:





1. The Exhibitor/Vendor must provide your own insurance, as well as, having all permits required by Louisville Metro and the Commonwealth of Kentucky.
2. The Exhibitor/Vendor assumes all risk and hazard incident to the festival, your own exhibit/venue or to the Exhibitor/Vendors and representatives, or to any other persons in or around your exhibit/vendor area.
3. The Exhibitor/Vendor is responsible for the safety and cleanliness of your contracted spaces.

Initial _____

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4. The Exhibitor/Vendor is required to supply your own tables, chairs, tents, awnings, extension cord, trash containers and all other items required or desired in the conduct of your business.
5. The Exhibitor/Vendor utilizing your own generators, are restricted to perimeter spaces for safety and because of noise. Generators are the ONLY EXCEPTION to the rule governing the keeping of all items within your contracted spaces. Nothing besides the generator may be placed on the rear border outside your contracted space.
6. Off Street Parking is available, at your own risk, for the Exhibitor/Vendor.  Patchwork Enterprises Inc.,  Zion Baptist Church, Inc. and their parent companies, or affiliates, is not responsible for any hazards, damage, theft, vandalism, or any acts of God for or to vehicles, conveyances, goods, persons, etc. pertaining to the Exhibitor/Vendor.
7. Every Exhibitor/Vendor located on the Stage Lot will turn down or off any source of loud noise, during performances on the stage. Business can still be quietly conducted as long as it does not distract from the stage presentations.
8. Music may be played in the Exhibitor/Vendor area, as long as it is not excessively loud, and does not interfere with the Exhibitor/Vendor on each side of you.
9. Music will not have any offensive language or symbols, in the lyrics being played or on the face of the Album, CD, or DVD being sold.
10. Clothing of any type will not have offensive language or symbols displayed on it.
11. Albums, CDs, DVDs, are not to be sold that are considered “Bootleg” or “Pirated”.
12. Clothing, including, purses that are NOT genuine designer articles, will not be sold as such, and will be posted conspicuously in the Exhibitor/Vendor space, that they are copies or duplicates by each vendor selling such.
13. There are NO REFUNDS past the stated date for such. There is no alternate ‘Rain Date’. The Exhibitor/Vendor shall govern yourselves accordingly.
14. All Exhibitor/Vendor equipment, must fit completely within the dimensions of the space contracted. Your business must be conducted, within your contracted space. Larger Sizes are available, purchase what you need. You may not encroach into another Exhibitor/Vendor area nor in any area not contracted by you.
15. Once a space has been contracted, the only way to purchase additional space is to contract for, a new additional space, dependent on availability. Because of space assignments, there are no sizing upgrades to a previous contract.
16. No vehicles will be allowed to drive, nor trailers to be pushed around, within the Event area, accept during setup & breakdown times. If you do not arrive in time to setup before the Official Event Start Times, listed on this contract and in the Event Flyers, you may setup by walking your goods, to your location. If you leave prior to the Official Event End Time, you may walk your goods from your location to your conveyance.
17. Violations of these stipulations will be grounds for forfeiture of Exhibitor/Vendor contracted fees, right to vend or exhibit, and cause for immediate expulsion of the Exhibitor/Vendor. Any and all cost associated with perfecting this contract will be borne by the Exhibitor/Vendor, including any and all reasonable attorney fees, court cost, arbitration cost or any other expenditures arising out of carrying out the intent of this contract.
18. To the extent of its fault or strict liability  Patchwork Enterprises Inc.,  Zion Baptist Church, Inc. and their parent companies, or affiliates: You will release, indemnify, defend, protect, and hold each of them, their affiliates, and their respective officers, directors, employees or volunteers, harmless from losses, costs (including all attorney fees and court and/or arbitration costs, litigations), expenses, claims, demands, liabilities and causes of action of every type and character arising out of the Agreement for personal injury, illness or death or loss thereof or damage to property, use of vending spaces, acts of God, riot, civil or criminal disruptions of the peace, robbery, gang activity, loss of, or potential loss of revenue, war, terrorism, and all other occurrences not specifically stated anticipated or unanticipated herein.

The Closing Date for submissions of Applications consisting of the Contract, a picture of your vending goods & Full Payments, for Exhibitor/Vendor Sites is MAY 28, 2018. Payments may be made by Check, Cash, Credit/Debit or U.S. Postal Money Order. Applications will NOT be accepted, after May 28, 2018.    

For your protection all Credit and Debit Card transactions must be done in person and signed.

There will be no Refunds provided after Friday, MAY 21, 2018. If a cancellation and refund request is presented prior to MAY 21, 2018 a Refund will be issued less a 20% administrative fee. An Exhibitor/Vendor not accepted for the festival, will be notified JUNE 3, 2018 by telephone or email. You will be refunded your total contracted fee, and have your refund mailed to the address provided on your application make sure its correct. ALL refunds issued within 30 days after the end of the festival. No Refunds for Expulsion.

PATCHWORK ENTERPRISES INC

"STRIVING TO SERVE THE COMMUNITY"

Patchwork Enterprises Inc and Zion Baptist Church, Inc. are hereafter known as the PROVIDERS.

Patchwork Enterprises Inc, Zion Baptist Church, Inc., and any of its co-sponsors does not provide liability insurance for the protection of individuals, groups, organizations, businesses, spectators, or others who may participate in the 2018 PATCHWORK COMMUNITY FESTIVAL.

In consideration for your participation in said 2018 PATCHWORK COMMUNITY FESTIVAL, the individual, group, organization, business, spectator, or other, does hereby release and forever discharge the PROVIDER, and its officers, board, employees, volunteers, and sponsors, jointly and severally from any and all actions, causes of actions, claims and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by participating in the 2018 PATCHWORK COMMUNITY FESTIVAL.

Neither Patchwork Enterprises Inc. nor Zion Baptist Church, Inc. nor any of their parent companies, affiliates, nor sponsors, will be liable to you or any of your affiliates in any action or claim for any special, incidental, exemplary, economic, indirect, or consequential damages of any nature whatsoever, arising from any cause, or claimed under any theory of law, including but not limited to business interruption, loss of life, quality of life, loss of profit, loss of product, loss of use or delays, even if advised of the possibility of such damages.

This release extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any commonwealth, state, federal, local or territorial law or state providing substance that releases shall not extend to claims, demands, injuries, or damages which are known or unsuspected to exist at this time, to the person executing such release, are hereby expressly waived.

I hereby agree on behalf of my heirs, executors, administrators, and assigns, to indemnify the PROVIDER and its officers, board, employees and volunteers, joint and severally from any and all actions, causes of actions, claims and demand for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by participating in the 2018 PATCHWORK COMMUNITY FESTIVAL.

It is further understood and agreed that said participation in the 2018 PATCHWORK COMMUNITY FESTIVAL is not to be construed as an admission of any liability and acceptance of assumption of responsibility by the PROVIDER, its officers, board, employees and volunteers, jointly and severally, for all damages and expenses for which the PROVIDER, its officers, board, employees and volunteers, become liable as a result of any alleged act of the 2018 PATCHWORK COMMUNITY FESTIVAL participant. I have read, & agree to be bound by all contained in this contract. I do this of my own free will without duress.

I further attest by my signatures contained herein, and by initialing each individual page hereon, that I understand and have read this contract. I hereby agree to abide by the rules, stipulations and exceptions in this Contract, to pay a fee and occupy the exhibit space described herein, for the contracted duration of the listed 2018 PATCHWORK COMMUNITY FESTIVAL Event and to be bound by the penalties herein. Payment for this space is included with this, my Exhibitors/Vendor's Contract. It is agreed that only ONE Exhibitor/Vendor can occupy each contracted space.

I, _____ (print name) _____ (signature) _____ (date)

WE ACCEPT ALL PAYMENTS     **CASH, CHECK OR USPS MONEY ORDERS**
DO NOT MAIL CASH

MAKE PAYMENTS TO: PATCHWORK ENTERPRISES INC

Business or Personal Checks must have the Name & Address Pre-printed on the check. By signing this agreement and submitting payment by check, you concur that you will be liable for, and will pay a \$75.00 processing fee, per occurrence, for checks returned without sufficient Funds to cover the check(s), and pay any and all reasonable attorney fees, court, arbitration, and any other misc. fees, required to recover these funds. We reserve the right to modify this contract as needed. For your protection all Credit and Debit Card transactions must be done in person and signed.

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