

BOOTH(S): _____ AMOUNT \$ _____ CHECK # _____ REC'D BY _____ DATE _____
KEYED BY _____ DATE _____ SENT CONF _____ DATE _____



**LOUISIANA
SHRIMP &
PETROLEUM
FESTIVAL**

**COMMERCIAL VENDOR
2018 REGULATIONS &
APPLICATION**

PLEASE PRINT

NAME: _____ PHONE: _____

BUSINESS NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL ADDRESS: _____

WEBSITE: _____

Please list all items to be sold:

Liability Insurance Information: (check one) YES, I/We have and will supply certificate
 NO, I/We will purchase through the Festival for \$90

Requesting same booth as last year? (Check one) YES NO (see request below)

Do you operate your booth from a trailer or other mobile unit? If yes, check each that apply

I sell from the: front left right rear . Trailer width _____ length _____ (include tongue)

Requests/Comments: _____

CAMPING: YES NO Check in date: _____ Check out date: _____

Length of camper: _____ Width of camper: _____

Payment: money order cashier's check credit card (office will call)

Vendor Agreement:

I hereby signify that the above information provided is complete and accurate. Further, I ACCEPT AND AGREE TO the "Louisiana Shrimp and Petroleum Festival Commercial Vendor Rules and Regulations" a copy of which I have been provided, have read and fully understand. I further understand and agree that once accepted, no refunds will be made for cancellations by the Vendor, and that that Louisiana Shrimp and Petroleum Festival and Fair Association, Inc. reserves the right to remove any Vendor who violates any stated rules, regulations or should misrepresent his participation or products.

VENDOR SIGNATURE _____ DATE _____

A COMPLETE APPLICATION MUST HAVE THE FOLLOWING:

- Completed and Signed Vendor Application (this page)
- 25% deposit of Booth Fee via money order, cashier's check or credit card
 - \$175 applications received before June 1st (\$700)
 - \$193.75 applications received after June 1st (\$775)
- Self-addressed stamped envelope for confirmation mailing
- Product photos and description

Note: Incomplete applications will be rejected. Spaces will not be assigned until a complete application is received, processed and approved by the Festival. Special requests must be indicated in writing on this application.

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The Louisiana Shrimp and Petroleum Festival & Fair Association, Inc. is governed by its Board of Directors who retains complete and final authority over all activities of the Festival, including its right to immediately, or at any time, remove any Vendor from the Festival who violates any contract, rules, regulations or laws.

Commercial: Open to re-sellers of certain commercial goods and products that do not qualify as an arts & crafts.

LOCATION:

Under the elevated US 90 River Bridge between Arkansas St. and Fourth St. along the North side of Greenwood St.

BOOTH SIZES, FEE AND PAYMENT:

- A. Each booth is approximately 15' (front) x 20' (deep).
 - i. All equipment must be within your assigned booth space.
 - ii. Vendors must furnish all backdrops, extension cords, signage, tables, tents, chairs, proper sizing for circuits, etc.
 - iii. No generators allowed.
 - iv. This is an outdoor event, be prepared for any weather.
- B. Booth spaces are provided on a first-come first-served basis. Requests are honored based on availability and are not guaranteed. Please notify the Festival with any special needs.
 - i. The Festival reserves the right to change any booth location up until and during festival weekend, as it deems appropriate.
- C. \$700 fee for applications received prior to June 1st, and \$775 for applications received after June 1st.
 - i. Commercial vendors will receive a contract once application has been accepted. Vendor will then have 21 days (or spot will be released) to return signed contract, remaining payment and insurance certificate.
 - ii. If your application is denied, your deposit will be returned to you.
 - iii. Fee includes access to ONE 110 volt electric receptacle.
 - iv. No applications will be accepted after August 17th.
- D. Payment is accepted by MONEY ORDER, CASHIER'S CHECK or CREDIT CARD (through PayPal). Transactions made via CREDIT CARD will require an additional 4% processing fee. Personal checks will NOT be accepted.
- E. No refunds will be given for any reason (including no shows or any weather related problems) after August 1, 2018.

OPERATION SCHEDULE:

Friday, August 31, 2018	5:00-9:00 PM
Saturday, September 1, 2018	9:00 AM - 9:00 PM
Sunday, September 2, 2018	9:00 AM - 9:00 PM
Monday, September 3, 2018	9:00 AM - 9:00 PM

SET UP, CHECK IN AND REMOVAL:

- A. Set up and check in begins at 8:00 AM on Friday morning of the Festival.
- B. A check in location will be manned from 8:00 AM- 12:00 PM and 1:00-3:00PM at the corner of Greenwood and Third Streets. After 3:00 PM, please check in at the Festival Office, 715 Second Street.
- C. You are able to set up and take down during operational hours, as long as you do not disrupt any festival patrons or vendors.
- D. There will be a general security patrol each night after the show closes; however, the Festival and Security assumes NO responsibility for any Vendor merchandise or equipment left on Festival grounds.
- E. All equipment and merchandise must be removed by 9:00 PM on Tuesday, September 4, 2018. Any equipment or merchandise left beyond 9:00 PM on Tuesday is subject to \$100 removal fee.

CAMPING:

- A. A limited number of camping spaces are available in an area beneath the elevated US 90 River Bridge (approximately three blocks east of booth spaces).

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- B. Rental cost is \$40 per day, including water and electricity. Please send a separate MONEY ORDER or CASHIER'S CHECK. If no space is available, the amount will be refunded to you.
- C. Campers must be self-contained for waste and gray water storage. There are no sewer connections. A sewer dump site is located near the Morgan City Municipal Auditorium on Myrtle Street.
- D. No oils or grease shall be discarded on the campgrounds.
- E. Please indicate the length and width of your camper on application.

SALES TAX:

- A. Vendors are responsible for collection and paying their own sales tax.
- B. As of 3/13/18 rate is 9.3% (5% to state and 4.3% to St. Mary Parish). Please verify at registration.
- C. Forms are provided at check in.
- D. Any vendor with back sales tax due according to tax officials will not be allowed to open and will forfeit any prepaid fees.
- E. You may contact the sales tax office, 985-384-8510, for assistance.

INSURANCE:

All commercial vendors whose application is approved must provide a Certificate of Insurance with your final contract specifying coverage for (a) a minimum of \$300,000 product and general liability and (b) names the "LA Shrimp and Petroleum Festival and Fair Association, Inc." AND "City of Morgan City" as additional insured. Please note on your application if you need to purchase through the Festival for a \$90 fee.

HOLD HARMLESS CLAUSE:

Vendor agrees and covenants to indemnify, defend, and hold harmless the Louisiana Shrimp & Petroleum Festival and Fair Association, Inc. and the City of Morgan City, their officers, directors, volunteers, officials, employees, representatives and agents from and against any and all liabilities, claims, suits, and causes of action of whatever nature or type (including but not limited to causes of action based upon tort, strict liability or otherwise), and all attorney fees, costs, and expenses incidental thereto, which may arise or in any way be connected directly or indirectly, with Vendor's participation in the Festival. This indemnification is absolute, personal to the Vendor, his assistants or employees and is not limited by the insurance coverage which vendor may have in place or otherwise presented.

STANDARDS AND OTHER RULES:

- 1. Booth spaces may not be transferred or otherwise assigned.
- 2. Each applicant must submit photo of work to be displayed or sold.
- 3. Booth sharing is acceptable, but both should be registered with the Festival Office.
- 4. The Festival logo and name are registered trademarks. Neither may be used on any merchandise, literature nor advertising without approval from the Festival.
- 5. Vendors are responsible for maintaining a clean and safe booth space, including the areas in front of and behind assigned booth.
- 6. Booth must have at least one ten-pound ABC fire extinguisher handy.
- 7. Each item for sale must be clearly marked with its sale price.
- 8. No offensive, racial, sexual, and provocative or drug related merchandise or literature shall be displayed, sold or distributed.
- 9. No silly string, fireworks, firecrackers, stink bombs, poppers, snappers, weapons, knives, guns, lasers or any resemblance thereof to the above shall be sold, displayed or brought onto Festival grounds. Any found will result in the immediate closure of the booth with no refunds.
- 10. All animals and pets, with the exception of service, are prohibited from ALL Festival grounds.
 - i. Family pets may be kept in the camping area inside camper or on reasonable size lead outside.
 - ii. All animal waste must be immediately removed from camping area.
- 11. In the event of a declared, mandatory evacuation due to an impending hurricane, natural disaster or other Act of God, 100% of your remaining rental fee will only be applied to a rescheduled Festival.