

**2009 WINTER FESTIVAL
ARTS AND CRAFTS APPLICATION
APPLICATION DEADLINE: October 30, 2009**

Submitting an application does not automatically guarantee acceptance to participate in the Winter Festival. All applications will be carefully reviewed by the Executive Committee and selected based upon quality, uniqueness, appropriateness and originality of product. The Committee reserves the right to accept or deny any application.

Complete both sides of this form and return via mail or hand delivery to the Winter Festival office. Faxes will not be accepted. (Please print or type).

CONTACT NAME: _____

BUSINESS NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____ PHONE: _____ CELL: _____

The following documentation must be submitted with your application:

- A) Entry Fee payable to: Tallahassee Friends of Our Parks Foundation B) Sign/Dated Liability Disclaimer C) Photo and description of Booth Set Up D) List of ALL items, including prices, you are requesting to sell; E) Photo(s) of items to be sold (All items must have the final approval by the Committee); F) Proof of Insurance G) Business Tax License (commercial)

FEES: MAKE CHECKS PAYABLE TO: TALLAHASSEE FRIENDS OF OUR PARKS FOUNDATION, INC.
(Credit cards cannot be accepted)

\$100.00 10' X 10' SPACE PLUS: \$75.00 CLEANING/DAMAGE DEPOSIT (see Rules, Regulations & Guidelines)	\$125.00 10' X 15' SPACE PLUS: \$75.00 CLEANING/DAMAGE DEPOSIT (see Rules, Regulations & Guidelines)	\$150.00 10' X 20' SPACE PLUS: \$75.00 CLEANING/DAMAGE DEPOSIT (see Rules, Regulations & Guidelines)
--	--	--

Please give a detailed description of your booth set up – Be specific. (photo must accompany your application)

DESCRIPTION OF TENT	LIGHTING	SET-UP
Length: _____ Height: _____ Width: _____ #Side Panels: _____ Other: _____	# Coleman Lanterns: _____ # Battery-Operated Lights: _____ # Other: _____ (Remember: no generators or open flames)	# Tables: _____ Size: _____ # Chairs: _____ # Display Boards: _____

Over →

Office Use Only:

Date Received: _____

Amount: \$ _____

Cleaning/Damage Deposit: \$ _____

Check #: _____

Cash: \$ _____

In the spaces below, please itemize, complete with prices, all items you are requesting to sell. Use additional paper if necessary. Once your application has been approved by the Committee, you may not make any changes without the written consent of the Committee. **NOTE: Electricity is NOT available to arts and crafts vendors. NO GENERATORS allowed – no exceptions. Vendors are prohibited from soliciting electrical services from adjacent businesses. Please be specific- (Holiday crafts – wreaths, ornaments, etc; wood crafts; paintings/drawings/ sculptures; smocked/embroidered/hand painted clothing; leather goods; glass; photography; clay/pottery; water colors; jewelry; metal crafts; home and garden; bath and body, etc. – use additional paper, if necessary):**

ITEM	PRICE	ITEM	PRICE

I(please print), _____ (Applicant/Authorized Representative), hereby acknowledge that I have read the Rules and Regulations associated with being a vendor at the Winter Festival and have thereby duly informed all entry participants (my employees, volunteers, representatives, agents, etc.) of said Rules and Regulations, and agree that Applicant and all participants in this entry will heed all Winter Festival Committee rules and regulations and directives, whether written or oral, and all applicable laws and ordinances.

Signature, Applicant/Authorized Representative

Date

Print Name

Questions?

Jan Bubsey, Director of Operations

Phone: (850) 891-3860 Fax: (850) 891-3874

Email: jan.bubsey@talgov.com Website: talgov.com TDD: 711

Mail or hand deliver (faxes will not be accepted) to:

Winter Festival Arts and Crafts

912 Myers Park Drive

Tallahassee, FL 32301

CITY OF TALLAHASSEE
Winter Festival – A Celebration of Lights, Music and the Arts
LIABILITY DISCLAIMER

The City of Tallahassee Winter Festival does not provide liability insurance for the protection of participants, spectators, merchants or others who participate in Winter Festival activities.

In consideration of being permitted to participate in such activity, the participant does hereby release and forever discharge the City of Tallahassee, its officers, officials, employees and agents, jointly and severally from any and all actions, cause of action, claims and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by participants, merchants, spectators, or others in consequence of participating in City of Tallahassee Winter Festival activities. This waiver and release expressly includes any action, cause of action, claim or demand based upon any act, omission or negligence by the City of Tallahassee its officers, officials, employees or agents.

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 state, federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands injuries or damages which are unknown or unsuspected to the person executing such release at the time of such ex4ecutive, are hereby expressly waived.

I hereby agree on behalf of my heirs, executors, administrators and assigns to indemnify the city of Tallahassee, its officers, officials, employees and agents and all members and officials of the Winter Festival Committee, jointly and severally, and to hold the same harmless from and against any and all actions, claims, demands and liabilities, loss, damages and expense of whatever kind or nature, including attorney fees, which may at any time be incurred by them or claimed against them by reason of my participation in the Winter Festival. This hold harmless and indemnity provision expressly includes any action, cause of action, claim or demand based upon any omission or negligence by the City of Tallahassee, its officers, officials, employees or agents.

Signature, Authorized Representative/Applicant

Date

Print, Authorized Representative/Applicant

Phone

**WINTER FESTIVAL ARTS AND CRAFTS
RULES, REGULATIONS AND GUIDELINES**

**Festival Date: Saturday, December 19, 2009
3:00 p.m.-10:00 p.m.**

1. Arts and Crafts vendors are allowed to have only one (1) booth.
2. **Power is not available for arts and crafts vendors.**
3. Applications will be selected based upon quality, uniqueness, appropriateness, space availability and overall compliance with procedure.
4. If selected, your participation as a Winter Festival arts and crafts vendor constitutes permission to use your name(s), likeness(es) and voice(s) for future advertising and publicity without compensation. The City of Tallahassee Parks, Recreation and Neighborhood Affairs Department (hereinafter TPRNA) reserves the right to photograph/videotape facilities, activities, and program participants for potential future use. All photos/footage will remain the property of the TPRNA and may be used for publicity or promotion purposes only.
5. Vendor placement will be determined after the October 30 deadline. The Winter Festival Executive Committee reserves the right to determine the final placement for all vendors. If changes are requested, the Committee will make every effort to accommodate the request. An additional fee may be charged.
6. Applications received after the October 30 deadline will be placed on a waiting list and will be pulled if cancellations should occur. Applications pulled from the waiting list will be considered based upon the criteria as outlined in item #2 above.
7. Applications received after the deadline will be assessed a non-refundable \$25.00 Late Fee. Late applicants must pay in cash, by money order or cashier's check. No personal checks will be accepted after the deadline date.
8. All Winter Festival arts and crafts participants are required to pay a \$75.00 Cleaning/Damage Deposit (refundable only if your area is left clean and no property damage has occurred to the parks and common areas – to include plants, flowers, shrubs, trees, decorations, etc. - around assigned booth). Please allow 6-8 weeks for your refund. Note: Should the cleaning or damages exceed \$75.00, you will be invoiced accordingly.
9. Entry fees are non-refundable after November 13. If you cancel prior to that date, you will be charged a \$25.00 Cancellation Fee, which will be deducted from your entry fee. Please submit a letter via fax, U.S. Mail or email to request a refund. You should receive your refund with 6-8 weeks of your request.
10. The Winter Festival provides only the space for the booth. Vendors are solely responsible for providing all the necessary equipment to operate during the festival. The Committee requires that all vendors decorate their booths in the spirit of the holidays- wreaths, garland, battery-operated mini-lights, etc.
11. Upon your arrival on event day, if your tent/trailer is larger than what you were approved for, you may be denied access to your assigned space and would, thereby, forfeit all fees previously paid. If we can accommodate you, you will be either: 1) required to pay an additional \$50 (in cash prior to opening for business) per front foot plus an additional \$25.00 service fee; or, 2) reassigned to another location that can accommodate your tent/trailer if such space is available. The Committee reserves the right to make the final determination. Please be specific regarding required footage on your application.
12. Vendors are NOT allowed to sell from trucks, cars, vans, etc. Concession trailers must be pre-approved by the Committee.
13. Vendors are solely responsible for collecting and reporting sales tax.
14. If accepted to participate, you will receive your load-in/load-out permits in mid-November. These permits must be displayed on the driver's side dashboard in order to gain entrance into the festival area to set up.
15. Prior to setting up, please check in at the Winter Festival Information Booth, which will be located on the corner of Park Avenue and Adams Street. At that time, you can pick up any additional information that may apply to you.
16. You may start setting up your booth after 8:00 a.m. on the day of the event.
17. A Staging Marshal will come to your booth location to issue your work permit(s). The permit(s) are to be prominently displayed on your booth throughout the event. The Staging Marshal will be glad to answer any questions you may have.

18. No overnight parking or unloading will be allowed. Vendors not in accordance will be towed at their own expense.
19. On event day, all vehicles must be removed from the festival area by 2:00 p.m. After 2:00 p.m., vehicles will not be allowed entry into the festival area to unload. Public parking will be identified in your final package.
20. Vendors must be in place and ready for inspection by the Fire Marshal and Winter Festival staff by 2:00 p.m.
21. **It is mandatory that all vendors be completely closed down and out of the festival area no later than MIDNIGHT. No exceptions.**
22. Vendors closing earlier than 10:00 p.m. will not be allowed to bring in any vehicle to remove their merchandise. Vehicles will not be allowed in the festival area until after 10:00 p.m.
23. Vendors are restricted to selling only within the boundaries of the booth space that was assigned by the Committee. No roving will be permitted.
24. Vendors are permitted to sell only the items that were listed on their applications and have the approval of the Committee.
25. Arts and Crafts vendors may not sell or hand out free of charge any food or beverages. Only Committee-approved food vendors are allowed to sell or hand out food and beverages. No exceptions.
26. Vendors may not sell, promote, advertise or handout for free any alcoholic beverages, tobacco products, weapons, fireworks, controlled substances or illegal substances/paraphernalia; nor, are they allowed to hand out any written literature with regards to alcoholic beverages, tobacco products, weapons, fireworks, controlled substances or illegal substances/paraphernalia. To do so will call for immediate shutdown and removal from the festival and will jeopardize future participation in Winter Festival activities. Refunds will not be granted. No exceptions.
27. Vendors may not consume or have in their possession any alcoholic beverages or controlled/illegal substances/paraphernalia. This will be closely monitored throughout the event. Non-compliance will call for the immediate shut down and removal from the festival. Entry fees will be forfeited.
28. Vendors are responsible for their own cleanup. Trashcans will be provided and conveniently located throughout the festival area.
29. Tents and tarps must be fire resistant and must have a manufacturer's tag attached. The Winter Festival will not accept any tent larger than 10' x 20'.
30. Tents/tarps/canopies must be secured using appropriate anchors such as sandbags or weights. Staking will not be permitted and this will be strictly monitored throughout the event.
31. The Fire Marshal has made it mandatory that all vendors supply their own First-Aid Kits and tagged Fire Extinguishers. These items are to be prominently displayed at your site from the time you set up and all throughout the day and evening until you dismantle and leave the festival area.
32. Commercial dealers are required to provide a copy of their Business Tax/Occupational License, proof of insurance and Federal ID#.
33. Additional information regarding licenses can be obtained by call the City of Tallahassee Revenue Division at (850) 891-6488. You may also contact the State of Florida Department of Business & Professional Regulations at 800-370-5170.
34. Personal use and resale items may not bear the Winter Festival Logo. The Winter Festival logo is implemented for use through the Executive Committee only.
35. The City of Tallahassee, its employees, event sponsors and volunteers are not responsible for neglect, damage to your booth, theft, or personal bodily injury to you or your employees, your representatives, your volunteers or your guests while participating in the Winter Festival. This includes traveling to and from the event, pre-event set up, during the event, and post-event tear down.
36. The TPRNA reserves the right to photograph/videotape facilities, activities, and program participants for potential future use. All photos/footage will remain the property of the TPRNA and may be used for publicity or promotion purposes only.
37. All checks returned for insufficient funds, must be made good no later than November 13 in order to be eligible to participate. You will be assessed a \$25.00 service charge in addition to the amount of the entry fee. Entry fee and service charge must be paid in cash, by money order or cashier's check. Personal checks will not be accepted.
38. Please maintain a copy of your application and the above Rules and Guidelines for your personal file and reference.
39. Refunds will not be given for inclement weather.

ARTS & CRAFTS APPLICATION CHECK LIST (all are required to be submitted with application):

- **Completed application form**
- **Signed/Dated Liability Disclaimer**
- **Entry fee in full, including \$75.00 Cleaning/Damage Deposit (refundable only if your area is left clean and no property damage has occurred to the parks and common areas – to include plants, flowers, shrubs, trees, decorations, etc. - around assigned booth). Please allow 6-8 weeks for your refund. Note: Should the cleaning or damages exceed \$75.00, you will be invoiced accordingly.**
- **Make checks payable to: Tallahassee Friends of Our Parks Foundation, Inc.**
- **Photos of merchandise**
- **Photos of set up**
- **Itemized list, with prices, of what you are requesting to sell**
- **Copy of State of Florida Business Tax/Occupational License (commercial vendors)**
- **Proof of insurance**
- **Copy of Federal ID# (commercial vendors)**
- **Mail application to: Winter Festival Arts/Crafts, 912 Myers Park Drive, Tallahassee, FL 32301, Attn: Jan Bubsey**

EVENT REMINDER

- **Flame-retardant tag on tent**
- **Certified fire extinguisher - minimum 10BC with certified tag**
- **First-aid kit for tent**
- **You are not allowed to rove throughout the festival area to sell your merchandise. You must operate only within your assigned area**
- **Electricity will not be available for Arts/Crafts Vendors. Generators are not allowed.**
- **No candles or other open-flame source of lighting permitted**

IMPORTANT DATES AND DEADLINES TO REMEMBER

- **Festival Date: Saturday, December 19 2009, 3:00 p.m. until 10:00 p.m.**
- **Arts and Crafts application deadline: October 30, 2009**
- **Entry fee non-refundable after: November 13, 2009**
- **Checks returned for insufficient funds must be made good by: November 13, 2009. NOTE: A \$25.00 fee will be assessed, in addition to the entry fee. All fees must be paid for in cash, by money order or cashier's check.**
- **\$25.00 non-refundable Late Fee will be applied to ALL applications received after the October 30 deadline. Applications received after the deadline must be paid for in cash, by money order or cashier's check**

Important Notice: Due to the Homeland Security Advisory System, all activities, events, and other Winter Festival Components are subject to change or cancellation. Notification of such changes or cancellations will be submitted accordingly.

If a person with a disability requires an accommodation to participate or if special seating arrangements are needed, requests must be made to the event coordinator seventy-two (72) hours prior to the event.

If selected, your participation as a Winter Festival arts and crafts vendor constitutes permission to use your name(s), likeness(es) and voice(s) for future advertising and publicity without compensation. The City of Tallahassee Parks, Recreation and Neighborhood Affairs Department reserves the right to photograph/videotape facilities, activities, and program participants for potential future use. All photos/footage will remain the property of the TPRNA and may be used for publicity or promotion purposes only.

A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.