



2022 FESTIVAL VENDOR APPLICATION AND AGREEMENT

FESTIVAL DATES:

SEPT. 9 (5-9 PM), SEPT. 10 (12-9PM), SEPT.11 (12-7 PM)

Company or Business Name (If applicable)		
Contact Name	Phone number	Email Address
Address	City / State / Zip	Company Website
Description of Business and Products to be Exhibited. You may attach photos and continue on back of sheet if necessary.		

***Early Booking Discount:
Pay in full by July 1st and save \$25/space off price!***

Booth Location	#	Price/ space	Total Cost	EARLY BOOKING DISCOUNT	STANDARD BOOKING
				Pay in full by July 1st Discount \$25/ space	50% Due w/ Contract by July 1st Balance by 8/15/22
INSIDE			\$	\$	
Inside Dining Hall (Limited spaces) 10 x 10 with 1-8' table		\$350			\$175 / space
OUTSIDE					
Under Outdoor Dining Tent (Electricity provided) 10 x 10 with 1 -8' table		\$275			\$150 / space
Own Tent & Table - Outdoors (limited) NO Electricity provided: Vendor responsible for portable lighting 10 x10 space		\$200			\$100 / space
EXTRA 8' TABLE?	#	\$50			\$25 / extra table

Please make checks payable to:

St. Anna Greek Orthodox Church
Include in memo line: 'Opa Vendor'

**Official Rules for Vendors – 2022 Flemington OPA Festival, Sept. 9- 11
St. Anna Greek Orthodox Church, 85 Voorhees Corner Road, Flemington, NJ**

To ensure a pleasant and successful weekend for everyone involved, all exhibitors are expected to conduct themselves in a professional manner. Vendor agrees that, if accepted by the 2022 Flemington OPA Festival Committee, the Festival Committee and St. Anna Greek Orthodox Church are under no obligation to rent booth space to the Exhibitor in future Festivals.

1. Booth locations will be rented and assigned in accordance with the best interest of the Festival, which the Festival Committee as its sole discretion shall have the right to decide. It is the sole obligation of the Festival to provide only the approved booth SPACE. The Vendor agrees that tables and other goods will not exceed the approved space given.
2. **Merchandise rules:**
 - Vendor will sell and display only products pre - approved by the Festival Committee.
 - Vendor understands that the Flemington Opa! Festival is a family oriented event. Vendors are prohibited from selling or displaying weaponry, pornographic or sexually explicit material, alcohol, tobacco products, and contraband/illegal products.
 - Vendor agrees that NO food shall be handed out whether packaged or not (including water and candy) unless approved by the Vendor Chair. This is a Health Code Ruling.
3. **Vendor Staff:** Each vendor is allowed 1 assistant. Vendor and 1 assistant are permitted free admission to the Festival. All other individuals are considered paid guests.
4. **Booth Space utilization:** Vendor agrees to occupy booth space as assigned, and to be open and staffed during all regular Festival hours. In the event that the Vendor does not occupy or staff said space, the Festival is expressly authorized to occupy or cause said space to be occupied in such a manner as it may deem best for the interest of the Festival without any refunds or allowance whatsoever to the Vendor and without in anyway releasing the Vendor from any liability there under. The Vendor also agrees not to sublet or apportion said space to anyone else. All pertinent Fire Codes, laws, ordinances and regulations pertaining to health, fire prevention and public safety shall be strictly obeyed. Nothing shall be nailed, stapled, taped or otherwise fixed to any community or private property.
5. Vendor shall be liable for delivery, handling, building and removal of his/her own displays and equipment. All displays, merchandise, equipment and staff must be contained within the assigned booth space. NO amplified music, walkway solicitation or "barking" is allowed. Staff/Personnel must remain INSIDE vendor's area. All displays must be properly secured to avoid risk of injury.
6. Vendor will comply with all rules regarding setup and tear down times for their booth, including removing transportation vehicles from the setup area as directed by the festival vendor committee. Setup/Tear-down schedule will be provided prior to the Festival.
7. **Assumption of Risk:** The Vendor agrees that the Church, the Festival Committee and festival volunteers shall have absolutely no responsibility for securing the goods, vehicle, material and equipment of the Vendor against any loss, theft, or damage. Vendor assumes sole responsibility for its property and expressly agrees to assume all risk of loss, theft, or damage during set-up, take down, for the duration of the Festival.
8. **Business Risk:** Vendor assumes all risk for business sales. No guarantees or warranties are made by Church or Festival that the vendor will make sales. The event happens regardless of weather conditions. The Festival will not be liable for refunds or any other liabilities whatsoever for failure to fulfill this contract due to acts of nature, statutes, ordinances or any legal authority, or any other cause beyond the Festival's control.
9. **Indemnity:** Vendor agrees to indemnify and hold harmless St. Anna Greek Orthodox Church, the festival committee, and festival volunteers/ employees, from any and all loss or liability, including fees and costs of defense, arising out of or relating to actions, goods, or services of the Vendor at the Festival.
10. Vendor will be required to have any and all business licenses, permits and requisite insurance that are needed for his/her operation.
11. Vendor agrees to obtain written permission from the Festival prior to using the Flemington OPA Festival logo or any logo from the Festival's website in connection with their business.
12. Vendor agrees to allow the Festival to use their photos and application materials for promotional purposes.
13. **Termination Clause** – The Festival reserves the right to sever the engagement with the Vendor at any point in time, in the event the Festival learns that Vendor has not complied with these rules.
14. **Payment Terms:** (1) Applicants must submit either a 50% deposit in the form of a check, or money order with their application for booth space by July 1, 2022 OR submit full payment by July 1st to take advantage of the early registration discount. (2) Checks will be deposited upon acceptance. (3) Applications received without full deposit payment & required forms will not be considered and returned to sender. The remainder of the balance will be paid IN FULL by August 15, 2022.
15. This Contract constitutes the entire contract between parties and no waivers, modifications or amendments shall be valid unless written upon or attached hereto and shall be approved in writing by the 2022 Flemington OPA Festival.

I have read and will comply with the rules of this event. I understand that failure to abide by these rules will result in removal of the Exhibitor from the Festival and all fees will be forfeited.

Vendor Signature:	Date:
Name (Please Print)	