

4. VENDOR FEE:

Fees are \$150 per 10' x 10' booth. Shared booths are permitted. If a booth will be shared by two separate businesses, two applications and only one booth fee are required.

There is a \$50 fee for bounced checks.

9. List three professional references:

- 1. _____
- 2. _____
- 3. _____

ARTICLE II

Terms and Conditions

READ CAREFULLY, FILL IN BLANKS AND INITIAL EACH ONE IN AGREEMENT:

1. _____ This Application must be completed, signed by Vendor and postmarked, hand delivered or emailed June 1, 2019, and shall not be in effect until accepted.

3. _____ Vendor is responsible for supplying its own personnel, tables, chairs, equipment and signage. The EAFA reserves the right to remove any signage or other Vendor booth displays that it deems inappropriate or unsafe.

4. _____ FIRE DEPARTMENT REGULATIONS:
Each vendor must have a minimum 2-A 5BC fire extinguisher on site.

5. INSURANCE:
Vendor must carry liability insurance in the amount of \$1,000,000.00 per occurrence and submit proof on insurance to EAFA no later than June 30, 2019. The City of Buffalo and the EAFA and its Board of Directors must be listed as additionally insured.

8. SHOW HOURS:

SATURDAY AUGUST	24	10:00 AM TO 6:00 PM
SUNDAY AUGUST	25	10:00 AM TO 5:00 PM

Vendor is required to be open during the Festival hours. Vendors are required to open promptly and close promptly.

9. SITE AND SPACE ASSIGNMENT:
The Healing Arts Area will be contiguous within the Festival. And space assignments are final.

10. SET-UP:
Vendor set-up is between 6:00 AM and 9:30 AM. Vehicles must exit the Festival site by 9:00AM. No vehicles will be permitted to enter the site after 9:00 AM on Saturday and Sunday.

11. SALES:
Sales of any products or merchandise are not allowed. Sales for treatments/gift certificates are allowed.

12. VEHICLE ENTRY:

All vehicles are required to display a yellow vehicle entry/parking pass and must enter the site from Cleveland Avenue.

13. PARKING:

Your parking pass must be displayed at all times. Parking is available in the Nardin Academy and the Canisius High School parking lots. There is NO PARKING on Gren-Way Alley. The Buffalo Police will be towing vehicles illegally parked in the alley.

14. SANITATION AND SAFETY:

All participants are required to follow all applicable laws and codes related to their practice.

15. Vendors will conduct themselves in a professional manner. Alcohol, loud music, inappropriate language, signage or displays is strictly prohibited. The removal or cessation of such is at the discretion of the EAFA.

16. Vendor agrees to indemnify and hold the EAFA, Inc., it's Directors, employees and volunteers harmless from any and all loss or damage to EAFA, Vendor, Vendor's employees or any other person to any act or omission of Vendor.

**ARTICLE III
Termination**

EAFA reserves the absolute right to terminate this Application agreement in the event Vendor sells or attempts to sell any product or service other than those specified in Article I, paragraph 2 or breaches any of the terms and conditions contained in Article II. In the event the EAFA terminates this Agreement pursuant to this Paragraph, Vendor shall (i) immediately cease any activities at The Elmwood Avenue Festival of the Arts and remove all equipment, personnel and other property at the direction of EAFA and (ii) forfeit any fees paid to EAFA hereunder.

FOR EAFA:
Elmwood Avenue Festival of the Arts, Inc.

FOR VENDOR:
Business Name: _____

Name: _____

Name: _____

Signed: _____

Signed: _____

Date: _____

Date: _____

Note: Please return entire contract and retain a copy for your records.

**Please return application to:
Healing Arts Committee
Attn: Beth Elkins Wales
The Elmwood Avenue Festival of the Arts
PO Box 786
Buffalo, NY 14213
Or email to-
thepilatesloftbuffalo@gmail.com**