



**Bark in the Park
Saturday, May 5, 2018**

Food Vendor Reservation Form

Event Location

Nelson Park

Corner of Water Street & Nelson Street

Plymouth, MA 02360

Please review the information below carefully and contact the PACC with any questions regarding the **2018 Bark in the Park**. Spaces are very limited and will be filled on a first come first serve basis. Please make sure to complete all pages of the **Food Vendor Reservation Form**. Incomplete forms will not be processed.

*** DIRECTIONS ***

This form must be completed and mailed or faxed to the PACC's attention by April 27, 2018. All Reservation Forms postmarked or received via fax after April 27, 2018 will not be accepted. Payment IN FULL must be made at time of reservation.

Festival Times: Saturday, May 5, 2018 11:00 AM- 3:00 PM (Rain date Sunday, May 6, 2018)

Food Vendor-Standard Space: _____ 10' x 10' - \$150 (per space) *Please specify number of spaces requested. PACC Members may deduct \$50 from the space price*

**There are a limited number of Food Vendor Spaces available & will be given on a first come first serve basis. Electrical Access will not be provided. Please plan accordingly.*

Detailed information for participating Vendors will be mailed prior to the Festival. **Vendors must provide their own flame retardant tents or cover.**

*** FOOD TRUCK & FOOD VENDOR INFORMATION ***

Contact Name: _____

Company Name: _____

Mailing Address: _____ City: _____

ST: _____ Zip: _____ Daytime Phone: _____ Evening Phone: _____

Email: _____ Website: _____

*** PAYMENT INFORMATION ***

_____ Check (Made payable to: Plymouth Area Chamber of Commerce) \$_____ Amount Enclosed

_____ Credit Card (Please circle: AMEX Visa MasterCard Discover)

Card # _____ Exp. Date _____ CVV: _____

Name on Card _____

Billing Address _____ City _____ State ___ Zip _____

Signature _____

Mail forms & payment to:
Plymouth Area Chamber of Commerce, 134 Court Street, Plymouth, MA 02360

*** TAX INFORMATION ***

SALES TAX: Each Exhibitor will be responsible for collecting sales tax as required by the Commonwealth of Massachusetts. You MUST include your MA Tax ID # or Social Security # on this Reservation Form. Failure to provide this information at time of reservation forfeits Exhibitor’s admittance into the **2018 Bark in the Park**. *Please be advised that the MA Department of Revenue requests lists of ALL vendors from the Plymouth Area Chamber of Commerce.*

MA Tax ID # _____ or Social Security # _____

NON-PROFIT ORGANIZATIONS: All businesses registering as a NON-PROFIT organization must submit a copy of their 501c3 certificate with their completed Reservation Form. Should this certificate not be submitted, NON-PROFIT status will not be applied for this event. *No exceptions.*

PERMITS: Food Vendors are responsible for obtaining any Health Inspection Applications and compliance certificates and guidelines through the **Town of Plymouth Health Department**, which can be reached at **508-747-1620 x119 (M-F)**. A copy of this permit must be sent to the Plymouth Area Chamber of Commerce by **April 30, 2018**. Should a permit not be obtained & received, food vendors will be subject to fines and/or removal from the 2018 Bark in the Park Festival.

**** POLICIES AND REGULATIONS BELOW PERTAIN TO ALL EXHIBITORS ****

General Terms & Conditions

These regulations are part of your contract with Bark in the Park and the Plymouth Area Chamber of Commerce. Please read the terms and conditions carefully before signing. We will not contact Exhibitors with incomplete documents. Failure to comply with these policies will be an automatic rejection from this year’s event. You will not be able to reapply until next year. **All pages must be initialed/signed, dated and returned. This will constitute acceptance of our written contract.**

The PACC assumes no responsibility whatsoever for any property placed on the festival grounds including the arts and crafts fair area as well as surrounding property. Exhibitor, unless otherwise prohibited by law, hereby releases said

corporation, its agents, servants, and employees, and discharges them from any and all liability for any loss, injury or damage to person or property that may be sustained while at or as a result of said Bark in the Park.

SET UP: Exhibitor Move-In will be from 9:00 a.m. - 11:00 a.m. Exhibits must be completed before Bark in the Park begins. Exhibitors must provide their own flame retardant cover or tent and comply with the move-in/move-out schedule, which will be sent to each Exhibitor prior to Bark in the Park. No admittance of vehicles on Festival grounds will be allowed after 11:00 a.m. for any reason whatsoever. Admittance for Move-Out is scheduled from 3:00 p.m. - 5:00 p.m. or at the discretion of Festival Staff. Vehicle access to the Festival grounds will, at all times be at the discretion of Festival Staff. The PACC will forbid the installation of any exhibit not previously approved by the PACC. **(Only one vehicle is allowed per vendor at a time during check in. Multiple cars will not be allowed to enter the festival at time of set up.)**

MENU: Vendors must submit a menu to the PACC to prevent the selling of duplicate items. Vendors will not be permitted to sell any food product not listed and/or properly approved prior to the Bark in the Park Festival. Vendors are required to display a menu board listing all products and prices. Vendors are not allowed to sell any products for which the event has an exclusive or official sponsor or vendor. All food sales must be from the assigned Food Vendor Space only.

INVENTORY RESTRICTIONS: Exhibitors shall exhibit only items previously specified on the **Exhibitor Booth Inventory Form** within their spaces. No exhibitor shall sell or distribute food or beverages of any type without the express, written consent of the PACC and/or the Town of Plymouth. The sale or display of illegal items is prohibited. The PACC reserves the right to remove any such items. Other prohibited items include smoke bombs, fireworks, adult materials or items with profane or obscene wording, artwork or pictures, as well as t-shirts and other items with drug slogans. The sale of martial arts swords & knives are prohibited.

SPACE OCCUPANCY: In the event the Exhibitor shall not occupy said space within 2 hours after the Festival opening, the PACC is expressly authorized to occupy or cause said space to be occupied in such manner as may deem to be in the best interest of said Bark in the Park without rebate or allowance whatsoever therefore to Exhibitor and without releasing Exhibitor from any liability herein under, and the Exhibitor expressly agrees to pay the PACC in full the sum herein above set forth. **Exhibitor MUST occupy Booth Space for all hours of Bark in the Park. If Exhibitor leaves early, Exhibitor forfeits participating in next year's Bark in the Park & will be subject to a \$100 Early Breakdown Penalty Fee.**

SPACE ASSIGNMENTS: All spaces are allocated on a pre-paid, pre-assigned basis only. Exhibitor shall not, without prior consent of the PACC, assign or sublet space, or any part thereof, or remove its display before official closing of said Festival. **Spaces are assigned on first come first serve basis. There will be a \$200 Penalty Charge if an Exhibitor Booth Space is moved during the Festival without permission from Festival Staff. The PACC has the right to expel any Exhibitor who does not comply.**

CANCELLATION POLICY: If cancellation BY EXHIBITOR occurs within 30 days of Bark in the Park, the entire amount paid to date to the PACC by the exhibitor shall be retained by the PACC. If cancellation made by the exhibitor, occurs before the aforementioned 30 day period, the PACC will retain 50% of the entire amount paid to date to the PACC. The retained amount shall be liquidated damages for the direct and indirect costs incurred by the PACC for organizing, setting up and providing space for exhibitor's withdrawal including reletting the space. All cancellations must be in writing.

This is a rain or shine event, and the PACC will notify vendors if the rain date will be used. If the Festival is cancelled at any time due to nature or other Act of God, no refund will be issued. All registered exhibitors are required to exhibit on the Rain Date if Rain Date is used. Exhibitors will be notified of event changes due to nature/Act of God via email. All updates will also be posted on the Plymouth Area Chamber of Commerce website www.plymouthchamber.com.

Exhibitors will not be notified by phone. Should exhibitors receive no email update or no website updates, event will proceed as scheduled.

Should exhibitor choose not to occupy their space for any reason, but Festival activities are still taking place, no refund will be issued. Should exhibitor or representative of exhibiting company be unable to attend the Festival for any reason, exhibitor is still liable for payment and no future credit or refund will be given.

CHARACTER OF EXHIBITS: All exhibits must be designed, constructed, and operated in good taste and in accordance with the best interest of Bark in the Park which the PACC in its sole discretion shall have the right to decide. The PACC will prohibit the installation and operation of any exhibits not meeting its approval and in its sole discretion may prohibit the conduct of any activity whatsoever which it deems deleterious and not in the best interest of Bark in the Park.

ELECTRICITY: There is no electrical access at Bark in the Park. The use of generators and converters will be reviewed on a limited case by case basis by the PACC. **All generators and converters MUST be inspected by the Plymouth Fire Department which must be contacted in advance at 508-830-4213.**

PARKING ON FESTIVAL GROUNDS: Parking on Festival grounds is prohibited! Exhibitor vehicles parked in these areas will be towed at owner's expense and exhibitor will be prohibited from participating in the 2018 Bark in the Park. Exhibitors with State issued Handicap Parking Passes/License Plates will be allowed pre-designated parking space on Festival grounds, to be determined by Festival Staff.

EXHIBITOR PARKING LOT: Exhibitors will be assigned to a pre-designated Exhibitor Only Parking Lot during Festival hours. (ONE) Exhibitor Parking Pass and Directions for this lot will be provided at Check-In. Pass must be displayed on the dash of the exhibitor vehicle at all times. Replacement passes and additional passes will not be issued.

CLEANLINESS: Exhibits must be kept clean and in good order by Exhibitor and ready before the start of Bark in the Park. Exhibitors are requested at all times to cooperate with the PACC by maintaining exhibits in perfect condition with respect to material and personnel throughout Bark in the Park. Exhibitors must clean Exhibit space at the close of Bark in the Park. Exhibitors will be provided 1 trash bag at Check-In that they are to fill during Festival hours and leave, tied, behind their booth at the end of the Festival day. **Exhibitors who leave trash in booth space and/or on Festival grounds will be fined \$150.** Exhibitors must cooperate by not throwing trash on the ground or any other material that will endanger public safety or inconvenience other exhibitors during show hours.

AMENDMENTS: These rules, regulations, and conditions have been drawn for the purpose and intention of providing a well-balanced, well-regulated and successful event, in an effort to provide the greatest good to the greatest number. The Chamber shall have full power to so interpret the rules and regulations or make such rulings as may appear to be for the best interest of the entire Bark in the Park and any and all amendments of the foregoing rules, regulations, and conditions shall bind the Exhibitor. This arrangement will be interpreted and is intended to be consistent with Massachusetts's law. Any provision violating such law is void and other provisions shall remain in full force and effect.

Upon acceptance in writing of this contract by the PACC, this shall be a binding and enforceable contract. By accepting this contract and providing payment in full, the exhibitor agrees to all terms, conditions and rules described. The PACC must have a signed agreement and full payment prior to the Festival opening.

Signature _____ Date _____

