



## 2017 BOOK LOVIN' BLOCK PARTY VENDOR APPLICATION

**DATES:** May 20, 2017

**LOCATION:** The Downtown Wicomico Library Grounds 122 S. Division Street, Salisbury, MD 21801

**ABOUT THE EVENT:** The 2017 Book Lovin' Block Party is inaugural family event to celebrate the Salisbury community.

**EVENT HOURS:**

Saturday 10:00am-4:00pm

Vendors should plan to be open during all hours of the Festival. Vehicular traffic on Festival grounds will not be permitted during open hours. Vendor set up will be from 7:30am -9:30am and once unloaded should park in designated vendor areas (Parking Lot 1). Booths or exhibits set up must be completed one (1) hour prior to the opening of the Festival. Deliveries by vehicle will not be permitted after these times.

Vendor Type	Vendor Fee	Vendor Space
Craft	\$25	10 ft x 10 ft
Food	\$25	10 ft x 10 ft
Non-Profit	\$20	10 ft x 10 ft
Author/Publisher	\$25*	10 ft x 10 ft
Food Truck	TBD*	

\*Call Courtney Armstrong at 410-749-3612 x 114 for special offers and details

**Application Deadline:** 4/7/2017 **Acceptance Notification:** 4/17/2017

**General information:**

- Paid application is not a guarantee of booth space at the Festival.
- There is no discount for purchase of multiple booths.
- Vendor space is limited

**Food Vendor information:**

- Food Vendors must complete and forward the attached Application to Operate a Temporary Food Service Facility application to the Wicomico County Health Department, 108 E. Main Street, Salisbury, MD 21801, along with the appropriate fee. All rules and regulations of the Wicomico County Health Department must be adhered to during the Festival.
- Food vendors must **submit a complete menu** for approval during the application process. Any changes to proposed menu after acceptance must be approved by the Event Organizer.

**2017 BOOK LOVIN' BLOCK PARTY  
VENDOR APPLICATION**

Vendor \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email Address \_\_\_\_\_

MD Sales Tax No. \_\_\_\_\_ Business License No. \_\_\_\_\_

**Item(s) being sold:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Select Vendor Type:

- \$25 Food                        \$25 Craft                        \$20 Non-profit  
  \$25 Author/Publisher        Food Truck

**\* At completion of set-up, Event Staff may measure for designated space compliance. If vendor's set-up exceeds the prepaid space, event staff may reassign space, or require you to condense your items**

**TOTAL DUE: \$\_\_\_\_\_ Make check payable to: Wicomico Public Libraries**

Any modification to the application shall be null and void unless said modification is set forth in writing by all or both parties. This Agreement incorporates all agreements and understanding between the parties and has not excluded any term contemplated prior to the signatures of the parties. This Agreement has been read, understood and entered into freely, voluntarily and absent of duress by the parties signed below.

**Signature \_\_\_\_\_ Date \_\_\_\_\_**

In order to process this Application, the Agreement must be signed, dated and returned. Any applications received without the agreement signed will be considered void and will not be processed. No application is complete without payment. Wicomico County Library reserves the right to refuse any applicant for any reason.

**Return Payment and Application to:**  
Wicomico Public Library Attn: Courtney Armstrong  
122 S. Division Street, Salisbury, MD 21801  
410-749-3612x114/Office 410-548-2968/Fax

## **BOOK LOVIN' BLOCK PARTY 2017 FOOD VENDOR POLICY**

The Vendor agrees to each and all clauses set forth in this Agreement and identified in the Wicomico County application herein incorporated by reference. Failure by the Vendor to abide by any clauses set forth in this agreement of the 2017 Book Lovin' Block Party, gives Wicomico County Libraries (hereinafter known as the Library) and/or the authorized agents of the Library, the right to (1) immediately terminate this agreement (2) require Vendor, immediately upon notice of violation of this agreement to cease operations and vacate the premises, and (3) forfeit any and all fees paid to Wicomico County Library for the right and privilege of participating as a Vendor of the 2017 Book Lovin' Block Party. No clauses of this agreement may be changed in any way or altered without the written, signed permission of the Library.

1. Wicomico County Library agrees to provide each Vendor of the 2017 Book Lovin' Block Party with the stated sized space at Library Grounds. The Vendor must provide their own tent, tables, chairs and electrical power. All vendors will set up between 7:30 a.m. and 9:30 a.m. the morning of May 20. All vendor tables should be prepared for guests to arrive by 9:45 a.m. If it appears, or it is necessary, for the undersigned Vendor to arrive later than the time noted above, it is the undersigned's responsibility to notify and make arrangements with Courtney Armstrong, telephone number 410-749-3612 x114.
2. Vendor agrees to obey all rules and instructions as directed by the Library's Vendor Coordinator during the festival weekend, any failure to strictly adhere to such instructions may result in the immediate termination of this agreement and immediate forfeitures of any and all fees paid to the County.
3. Vendor agrees and acknowledges that household pets within or around your designated booth space is highly discourage, due to the nature of the event. If you do bring a pet, they must follow all city and county ordinances for leashing and cleaning up after. Vendor shall hold the Library harmless for any damages caused by or to the pet.
4. Vendor agrees and acknowledges to abide by all directions by the Library which seeks to protect the environment and infrastructure of the Library Grounds and the safety of Festival patrons. Vendor hereby acknowledges its liability, and agrees to compensate the Library, for any damage (s) caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, and materials, to the environs and infrastructure of the Park which causes the Library to pay for the repairs, replacement, or other remuneration to the Library for such damage to the environs or infrastructure of the grounds.
5. Out of the fairness and consideration of all Festival participants, Vendor acknowledges and agrees to only utilize such space contained within the confines of its booth, and not to extend beyond these confines, for any sales, distribution, or other solicitation of Festival participants. At completion of set-up, Event Staff may measure for designated space compliance. If vendor's set-up exceeds the prepaid space, the event staff may relocate the vendor, or require them to condense their items to fit the provided space.
6. Vendor acknowledges and agrees that they are strictly prohibited from "canvassing", "hawking" or otherwise roaming the Festival grounds in any effort to promote its booth's purpose or sell products.

The Library will make every reasonable effort, as allowed by Maryland law, to prohibit any unauthorized “canvassing”.

7. As a courtesy to other exhibitors and Festival participants, any amplified sound and loud noise from your booth is prohibited. Additionally, the Vendor acknowledges and agrees that any material of an adult nature shall be displayed subject to Federal, State, and Local rules, laws, and regulations regarding the display of such materials which may be considered obscene or objectionable for view by minors.

8. Vendor shall not display, offer for view or sell any illegal or contraband items. The laws of the State of Maryland and local ordinances of Wicomico County shall control. Vendor shall not display, offer for view or sell any items that are unlicensed and/or copies/interpretations of licensed or registered items at any and all sites and operations.

9. Vendor shall not display, offer for view, take orders for, sell, or solicit for donation any items that are imprinted, emblazoned or marked in any manner with any and all the words “2017 Book Lovin’ Block Party”. Even when printed with other words, Vendors shall not offer phrases, logos or artwork with any variations of these words.

10. This Agreement cannot be reassigned. Subletting all or part of the space is not permitted.

11. Vendor acknowledges and understands that they are responsible for sales and use tax and shall in no way hold the Library or its representative responsible for any type of permits other than for the Festival itself. Vendor is responsible for the acts, and all costs associated with, any and all its employees and volunteers. No Vendor shall hold itself out as an Agent of the Library.

You MUST obtain a Maryland Sales Tax number for the purpose of reporting sales tax collected to the State of Maryland and you must obtain a Wicomico County Independent Business License from the Clerk of the Circuit Court for Wicomico County.

The sales tax number can be obtained on-line at [www.marylandtaxes.com](http://www.marylandtaxes.com) – there is no fee for this. If you need a copy of a sales tax number that you currently have, a copy can be obtained by calling 410- 974-5534.

After you get the sales tax number, you MUST obtain your business license at least seven days prior to the Festival. You should contact Donna Short at the Clerk of the Circuit Court Office for Wicomico County. Her telephone number is 410-543-1427, ext.162.

**Exception:** If you receive less than 10% of your annual gross income from your sales at this Festival AND you have not participated in more than three (3) events in the past year, you DO NOT have to obtain a Maryland Sales Tax Number. If this applies to you...please contact Courtney Armstrong at 410-749-3612 x 114 to have the applicable form sent to you.

12. Cancellations/Refund Policy/No Shows: A refund will be provided to a vendor if they request in writing before March 30, 2017. No refunds will be given for any request received after April 1, 2017.

13. The Library makes no representation or guarantees towards actual Festival attendance.

14. Neither the Library nor Vendor shall be held responsible for delay or default caused by fire, riot, acts of God, County declaration or emergency, or war where such cause was beyond, respectively, the Library's or Vendor's reasonable control. The Library and Vendor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations. Vendor shall hold the Library harmless for any losses that could arise because of such events. There is no rain date for this event.

15. The Library reserves the right to place Vendors in a booth location at the complete discretion of the Library. The Library shall have sole and complete authority to place the participant in any location on the Festival grounds, irrespective of the participant's request. The Library makes no representation, nor does it guarantee any volume of "foot-traffic" of Festival guests in any area of the grounds. The Library cannot speculate, nor control, the popularity of one area of the Festival over the other.

16. Vendor upon vacating their booth space (s) will ensure that such space (s) shall be free of any and all trash or refuse with such being placed in the appropriate containers. Failure of the Vendors to clean their booth site (s) may result in the future denial of Vendor participation.

17. Vendor certifies that it maintains adequate liability insurance (\$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage) to cover any and all occurrences which may result in the damage or injury to any person who may be a patron, within the confines of the Vendor participant's booth space. It is the vendor's responsibility to properly secure tent and property in the event of inclement weather conditions.

18. Signs/Banners/Tents shall be made of a flame retardant material and proof of such fire retardant rating shall be made available to the Fire Marshal upon request. Failure to have such fire retardant rating information available could result in the immediate closure of the Vendor's operation until such information is satisfactorily provided. Any losses or damages by Vendor are hereby waived against the Library, for failure to have such information readily available for inspection by the Fire Marshal.

19. Vendor agrees to indemnify and hold the Library, including its officers, agents and employees, harmless from any and all liability arising out of the Vendor's participation in the Festival. This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Vendor's agents or employees.

20. Food booths are also required to display the following: 1) Health Certificate; 2) Fire Extinguisher.

**INDEMNITY / HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the undersigned Organization agrees to indemnify and hold the Wicomico Public Libraries, its employees, and volunteers and others working on behalf of the Library, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the Organization, or anyone acting on its behalf in connection with or incident to 2017 Book Lovin' Block Party scheduled for May 20, 2017, except that the Organization shall not be responsible to the Library for damages caused by or resulting from the Library's sole negligence; and the Organization shall, at his own cost and expense, defend any such claims and any suit, action, or proceeding which may be commenced thereunder, and the Organization shall pay any and all judgments which may be recovered in any suit, action or proceeding, and any and all expense including, but not limited to, costs, attorney's fees and settlement expenses, which may be incurred therein.

Name of Organization: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_