

## **74<sup>th</sup> Annual Irvington Halloween Festival Street Fair Vendor Rules**

1. Potential vendors must fill out a vendor application. All applications must be turned in by the deadline of August 14, 2020.
2. A \$10 application fee will be required at the time of vendor application submission. This fee is nonrefundable.
3. Vendors moving forward to the Street Fair will be notified on September 14, 2020. Full vendor fees must be paid in full no later than September 28, 2020. The Irvington Halloween Festival Planning Committee reserves the right to automatically reject vendor applications if payment is not received, in full, on or before this date. Vendor Fees are as follows:
  - a. Non-Profit: Eligible for a \$50 discount with proof of 501c3 Form
  - b. Handcraft Row/Bonna Ave: \$175
  - c. Kids Zone: \$200
  - d. Washington St: \$250
  - e. Food Booths: \$250
  - f. Food Trucks: \$275
  - g. Food Trailer: \$300
4. All vendors selling alcohol must contact the festival directly to discuss their application and vendor fee. The number of vendors selling alcohol will be strictly limited and will include only Indiana craft beer and wineries. No hard spirits are allowed at Festival events. Food trucks and other vendors are not allowed to sell alcoholic beverages
5. On or before October 17, 2020, all vendors will receive a check in time and their assigned booth location. Set up is 6:00 am - 8:30 am on the day of the Irvington Halloween Festival Street Fair. Vendors will receive a check in time and check in location between 6:00 am - 8:30 am. This time is determined by the Irvington Halloween Festival Planning Committee based on booth location and the Planning Committee's established procedures for getting every vendor set up in a timely and efficient manner. Vendors are required to comply with these check in times.
6. The Irvington Halloween Festival Planning Committee reserves the right to refuse any vendor application. In the event that the Irvington Halloween Festival Planning Committee refuses a vendor application, the \$10 vendor application fee will remain nonrefundable and will not be returned to the applicant.
7. This is a one-day event with no rain dates or refunds, except in the very specific case listed below.
8. In the event that a vendor is unable to participate in the Irvington Halloween Festival Street Fair, including if they are infected with COVID-19 or are caring for someone infected with COVID-19, the vendor fee will not be returned.
  - a. In the case that the Street Fair is cancelled, in accordance with local, state, or federal mandates related to the COVID-19 Pandemic, the Irvington Halloween Festival will provide vendors with the following options:
    - i. Apply your booth fee to the 2021 festival. This will guarantee acceptance to the 2021 festival, as well as the 2020 pricing, if there are any increases in booth rental fees.

- ii. Donate your vendor fee as a tax-deductible donation to the Irvington Halloween Festival/Irvington Community Council
  - iii. Receive a refund for the booth rental fee(s). Refunds must be requested, via email, within 48 hours of the cancellation notice. If a vendor fails to request a refund within this timeframe, they will have the option of either applying their booth fee to the 2021 festival or donating it as a tax-deductible donation as described above.
- 9. Vendors may not sublet or give space to another party without prior written permission from the Irvington Halloween Festival Planning Committee. If there is a need to sublet due to COVID-19, please email the Vendor Director as soon as possible and we will attempt to accommodate.
- 10. All food trucks must be members of the Indy Food Truck Alliance. This does not include trailer based food vendors.
- 11. Only food vendors are approved to serve consumables of any kind at the Irvington Halloween Festival. Food vendors will be required to have a current Marion County Food license. A copy of this license and the vendor's liability insurance policy must be provided to the Irvington Halloween Festival Planning Committee at the time of the final payment for the full booth rental fee (September 28, 2020).
  - a. For further requirement for the license, please refer to the food license rules published by the Marion County Health Department
- 12. Vendors must comply with all fire, health safety, and other applicable laws, which include but are not limited to the following. These rules are merely some of the examples vendors must abide by, and believed to be an accurate depiction of current regulations. However, laws and regulations are subject to change, and it is the sole responsibility of the vendor to ensure that they are following the applicable laws and regulations. Nothing in the below rules are meant to construe any sort of limitation on the legal requirements of vendors to follow appropriate laws and regulations, or to impose about the Irvington Halloween Festival Planning Committee a duty to convey any changes in those laws or regulations.
  - a. Post a "No Smoking" sign in the booth
  - b. Have an appropriate fire extinguisher in the booth. (Most vendors are required to possess a 2A:10B:C fire extinguisher, but if you are cooking a 2A:40B:C fire extinguisher is required)
  - c. No space heaters will be allowed in the booths
  - d. Canopy fabric must have a tag indicating that it is fire retardant or be treated with the required fire retardant, and the booth attendant must have an affidavit meeting the current requirements.
  - e. All tanks (helium, compressed air, LP gas, etc) must be safely restrained or immobilized.
- 13. Vendor setup will be confined to the 10' x 10' booth space assigned to each vendor. If you require more space than the 10' x 10' booth allows, you must apply for the number of booths equal to your square footage requirements.
- 14. Vendors are required to keep their booth space and area surrounding it free of litter and trash at all times, including upon their departure. All refuse must be disposed of

properly upon departure from the festival. Vendors must remove used cooking oils and grease when they depart from the festival.

15. Vendors must provide all items and utility services needed for the booth. Tables, chairs, canopies, and other supplies will not be provided. Electricity will be provided for an additional fee of \$75.00; however, this must be requested in advance, during the application process and the Irvington Halloween Festival reserves the right to refuse a request for electricity prior to billing and payment.
16. Vendors may not use any public address or loudspeaker systems.
17. The Irvington Halloween Festival Planning Committee reserves the right to require the removal of any advertising or merchandise considered to be offensive to the family nature of this event.
18. Vehicle access for event teardown will be allowed only from 5:30 pm - 6:30 pm, following the street fair. Staff may adjust this timing depending on the number of people still in attendance at the close of the event. No vehicle access will be allowed from the end of the set-up until 5:30 pm.
19. The Irvington Halloween Festival Planning Committee reserves the right to refuse any vendor representing franchised or direct sales products, such as Avon, Scentsy, Lia Sophia, Pampered Chef, LulaRoe, Mary Kay, Usborne Books, etc. If an application and associated fee for completed, this fee remains non-refundable. Decisions made by the Irvington Halloween Festival Planning Committee and/or the Historic Irvington Community Council are final and non-negotiable.
20. The Irvington Halloween Festival receives numerous applications from local businesses, such as banks, credit unions, home repairmen, realtors, and other businesses. We also receive sponsorship from businesses of these same types. Given the limited space for vendors, the Irvington Halloween Festival Planning Committee reserves the right to refuse businesses seeking booth space if similar business are also sponsors. Businesses can guarantee placement in the Street Fair by becoming a sponsor.
21. The only way for a vendor to choose their specific booth location is to become a Halloween Festival Sponsor at the \$500 level and above. All other vendors will be assigned to a booth location determined by the Irvington Halloween Festival Planning Committee. The current plan for the festival is as follows:
  - a. Artisans, artists, and handcrafted items will be assigned to Bonna Ave
  - b. Corporate groups and sponsors will be assigned to Washington St.
  - c. The Kid Zone will be reserved for child related activities, companies, and items.
  - d. Alcohol vendors will be assigned to the Beer/Wine Garden
  - e. Food booths may be scattered throughout the festival; however, food trucks and trailers will be assigned to food courts.

The Irvington Halloween Festival Planning Committee reserves the right to change booth locations as needed.

22. Vendor rules may change. Vendor is responsible for knowing, understanding, and complying with the rules that are establish and available on the day of the street fair.
23. The Irvington Halloween Festival Planning Committee and/or the Historic Irvington Community Council shall not be liable for any damage either to person or property, sustained by the vendor or by any other persons, due to the leased space or any part

thereof becoming out of repair, or due to any accident or incident occurring on or about said leased space, or due to any act or neglect of any other vendor, or of any other person. This provision shall apply especially, but not exclusively, to damages caused by the large number of attendees, crowding, fire, water, hail, snow, frost, steam, sewage, sewer gas, odors, bursting or leaking of pipes or plumbing works, or other acts of God. If any such damage shall be caused by acts or neglect of the vendor, the Historic Irvington Community Council, at its own exclusive option, repair such damage, and the vendor shall reimburse the Historic Irvington Community Council for any amount expended on such repair. Vendor further agrees that all personal property upon the premises belonging to the vendor or any other person shall be at the risk of the vendor only and that the Historic Irvington Community Council shall not be liable for any damages thereto or theft thereof.