



Hampton Heritage Day Artist(s)/Vendors Application

Hampton Heritage Day, Saturday, May 9, 10am-6pm, in Downtown Hampton

Application Procedure	Any adult artist organization, social, civic, or charitable group may apply. Artist(s)/Contractor must complete the application below for consideration, along with a minimum of two (2) current, high resolution (300 dpi) jpeg photographs sent as email attachments to contacts below to be used for promotional purposes. We will also need information on your performance, activity, demonstration or booth and products you will be selling. The application, information, and photographs are due (or postmarked no later than) Saturday, February 15, 2020 .
Selection	Staff will review applications and photographs to determine acceptance or denial, based on meeting the criteria of representing cultural art forms or educational activities, quality of work and appropriateness of products being sold. Multiple contractors presenting similar types of performances may be limited, in order to present a balanced presentation to the public. We will only accept vendors that sell materials that are hand-made and representative of their cultural heritage.
Fees and Payment for performers and demonstrators	Contractors will negotiate a fee with the staff of the Hampton History Museum on behalf of the Hampton History Museum Association. The contractor will be required to provide all necessary paperwork and an invoice for the work being done. Payment will not be made until after the event/work has been performed. Payment will normally be provided within two weeks of the event.
Booth Fees	\$60 for one 10' x 10' tent. For every additional 10' x 10' space added to original tent, we will charge an additional \$30
Weather	The event is rain or shine, unless conditions are determined to be unsafe. Please bring suitable materials to protect your work.
Agreement	Please read the Artist(s) Contractor Agreement thoroughly!
Contact Us	Please feel free to contact us at any time by calling Dima Antonios at (757) 727-6822, or email dima.antonios@hampton.gov .
Thank you!	We look forward to working with you!



**HAMPTON HERITAGE DAY
2020 VENDOR APPLICATION**

Please complete this application provide a description of your work and at least two (2) photographs

NO LATER THAN SATURDAY FEBRUARY 15, 2020 to:

Hampton History Museum

ATT: Heritage Day, 120 Old Hampton Lane, Hampton, VA 23669;

or by email to dima.antonios@hampton.gov; or, fax to (757) 727-6712.

Please make checks or money orders payable to "Hampton History Museum."

This event is being presented by the Hampton History Museum Association (HHMA).

BUSINESS AND CONTACT INFORMATION

Business Name:	
Contact Person:	
Mailing Address:	
Phone(s):	
Email Address:	
Indicate if Performance, Activity or Booth	

BOOTH, PERFORMANCE, DEMONSTRATION, ACTIVITY INFORMATION

Brief description of performance, educational activity, demonstration or booth and products for sale:	
Provide technical support needed:	
Please List Any Special accommodations or safety issues that will need to be addressed in advance of your performance or activity	

If you would like to request a tent, tables, or chairs, please indicate which items and how many.

We ask that you provide your own if possible.

AGREEMENT

This Agreement is made and entered into by and between the Hampton History Museum Association, Virginia, non-profit in the Commonwealth of Virginia and the Vendor. This contract shall commence for one day only on May 9, 2020 with the following:

Legal name of Contractor: _____

Name of point of contact for Contractor _____

Mailing address of Contractor _____

Contractor's email _____

Contractor's Phone number _____

Contractor's SSN or FEIN _____

Event Staff will assign Contractor, if selected, a performance schedule or booth placement at the Event Staff's sole discretion. Event Staff reserves the right to change schedule assignments if deemed necessary, and to limit the size/type of equipment allowed. The Hampton History Museum Association is not responsible for any loss, theft, or damage.

Decisions of the Event Staff are final.

Terms and Conditions

An application is a commitment to show when accepted by the Event Staff. Contractors shall not assign its rights and duties under this Agreement without prior, written consent from an authorized representative of the Hampton History Museum Association.

Event Staff reserves the right to review all performances throughout the Event to ensure all regulations are being followed, and to refuse any aspects of performances considered **unsuitable or inappropriate**. The following are prohibited:

- Consumption or possession of alcohol or controlled substances;
- Dirty or unkempt booths;
- Language or behavior not appropriate for a family event;
- Weapons, or items which can be classified as weapons;
- Politically sensitive content without approval from Event staff
- Pets within the festival area (documented service animals only); and,
- Other violation of the Rules and Regulations provided.

Fundraising, donation jars, 'hawking,' cash raffles, and other forms of soliciting monetary contributions from the public, whether on behalf of causes and charities directly or through third parties, are not permitted during special events and festivals without prior, written consent from the staff of the Hampton History Museum.

Contractor certifies that all employees, subcontractors, or others engaged by Contractor to perform the services prescribed herein who will be in the presence of or have direct contact with minors have not been convicted of a felony or any offense involving the sexual molestation, rape, or physical or sexual abuse of a child.

There is no **rain site or rain date**. Event will remain open unless the Hampton History Museum Association determines the conditions to be severe. Vendors should come prepared with suitable materials to protect their materials.

Each Contractor is responsible for applicable **taxes**.

Contractors shall **comply** with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted in the performance of its work. Contractors represents that it possesses all necessary **license and permits** required to conduct its

business and will acquire any additional license and permits necessary for performance of this contract prior to the initiation of work. Contractors shall at all times observe all **safety** measure necessary.

In the event that Contractor shall for any reason or through any cause be in **default** of the terms of this contract, the Hampton History Museum Association may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth on application. Vendor shall have ten (10) days from the date such notice is mailed to cure the default. Upon failure to cure the default, the Hampton History Museum Association may immediately cancel and terminate this contract as of the mailing date of the default notice. The Hampton History Museum Association may immediately terminate this Agreement in the event of a violation of law, safety, or health standards and regulations. Any and all disputes related to breach, termination, or any dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the Hampton History Museum Association.

It is understood and agreed that the Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property by or resulting from or arising out of any act or omission on the part of the Contractor, its agents or employees under or in connections with this Agreement or the performance or failure to perform any work required by this Agreement. Contractor agrees to indemnify and **hold harmless** the Hampton History Museum Association and its agents, volunteers, servants, employees and officials from and against any and all claims, losses or expenses, including reasonable attorney's fees and suits due to, arising out of, or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by the Vendor or those for whom Vendor is legally liable. Upon written demand by the Hampton History Museum Association, Contractor shall assume and defend at Vendor's sole expense any and all such suits or defense of claims made against the Hampton History Museum Association, its agents, volunteers, servants, employees or officials. Vendor and Vendor's representatives agree to hold harmless the Hampton History Museum Association, its directors, agents, employees and volunteers from any and all liability from injury, property damage or loss, which may arise in connection with participation.

The HHMA may at any time, and for any reason, terminate this Contract by written notice, pursuant to Section XV, to Contractor specifying the termination date, which shall be not less than ten (10) business days from the date such notice is delivered or mailed, whichever is sooner. Notice shall be given by certified mail/return receipt requested at the address set forth in Section XV. In the event of such a termination, Contractor shall be paid such pro-rata portion of the Consideration set forth in Section III for satisfactory performance of any portion of the services provided hereunder, and accepted by the HHMA at the time of termination.

The HHMA has the right to cancel and/or terminate any event or performance, without notice, in situations that threaten the public health, safety, and welfare, which shall be determined at the sole discretion of the HHMA. Such situations include, but are not limited to, hurricanes, tropical storms, and other severe weather events, unruly or violent crowds, and crowds in excess of property capacity. The HHMA shall not be liable for any costs or expenses incurred by Contractor as a result of any such cancellation or termination; however Contractor shall be paid such pro-rata portion of the Consideration set forth in Section III for satisfactory performance of any portion of the services provided hereunder, and accepted by the HHMA at the time of termination.

By signing below, Contractor agrees, on behalf of themselves as well as all those who represent Vendor (employees, volunteers, etc.), that the information provided in the application is true and correct, that Vendor understands the rules, terms and conditions contained in this Agreement, and that Vendor's failure to adhere to these rules and regulations may result in the termination of participation in this Event and future events.

As evidence of agreement to the terms and conditions set forth herein, the parties affix their authorized signatures below:

Signature of Contractor

Signature, Hampton History Museum Association Representative

Printed Name

Printed Name

Date

Date