

34TH ANNUAL

September 19, 2010 11 AM-6 PM 66th-86th Streets COLUMBUS AVENUE FESTIVALSM

Sponsored by the West Manhattan Chamber of Commerce
P.O. Box 1028-Planetarium Station, New York, NY 10024 (212) 787-1112

NEW-10 Foot. Spaces ! EXHIBITOR APPLICATION NEW-Lower Prices !

For Office Use ONLY—DO NOT WRITE IN THIS BOX!		Record # _____
Date Rec'd _____		
Amt. \$ _____		
Check M.O. Cash Credit		
San. Deposit: M.O. Cash		
<input type="checkbox"/> Entered	<input type="checkbox"/> Space#'s	<input type="checkbox"/> Change to be made in computer
		<input type="checkbox"/> Change made in computer
		<input type="checkbox"/> DOH Letter
	<input type="checkbox"/> Second change to be made in computer	<input type="checkbox"/> Badged
	<input type="checkbox"/> Tax I.D.	<input type="checkbox"/> Letter
	<input type="checkbox"/> Street Fair Permit	<input type="checkbox"/> In
		<input type="checkbox"/> D.O.H. Permit Required
L/Y/S		

To participate in the Columbus Avenue Festival, seven steps are necessary:

- READ & FILL OUT BOTH SIDES** of this form. *You must sign this agreement or you cannot participate.*
- FESTIVAL FEE** may be paid by exact cash, credit card, check or money order made payable to the Columbus Avenue Festival. *After September 10th, we will not accept checks.*
- SANITATION DEPOSIT – PAID SEPARATELY – BY CASH OR MONEY ORDER ONLY!** (General Merchandise – \$50 per location) (Food – \$150 per location; Cooking Food – \$250 per location). Festival hours are 11:00 AM to 6:00 PM. If your space is entirely **CLEAN & EMPTY** no later than 6:45 PM, your sanitation deposit will be returned to you automatically within 7 days after the festival. (That is why the two amounts **CANNOT** be included in just one payment). *Note: It is your responsibility to cash your returned money order in a timely manner. The Sponsor will not be responsible for expired money orders.*
- STREET FAIR PERMITS** valid for Sept. 19, 2010 must be obtained from the Department of Consumer Affairs, 42 Broadway – 5th floor, New York, NY, for sellers of **general merchandise** (not food). A copy must be brought or faxed to our offices **PRIOR** to the Festival. No one will be allowed to sell at the Festival without the proper permits! Contact the Department of Consumer Affairs if you have any questions at (212-487-4104), or www.nyc.gov/html/dca/html/111.html
- FOOD PERMITS** (Temporary Food Establishment Permits) valid for Sept. 19, 2010– either a Processing Permit, if you are cooking, or a Non-Processing Permit, if your food is pre-packaged – must be obtained from the NYC Dept. of Health & Mental Hygiene, 42 Broadway – 9th floor, New York, NY. A copy must be brought or faxed to our office **PRIOR** to the Festival. **No one will be allowed to sell food at the festival without the proper permits!** Additionally, if you are purchasing **multiple spaces that are not connected to each other**, you will need an **additional** Temporary Food Establishment permit for **each group of spaces!** M7-018 is our Street Closing # which you will need when applying for permits.
- LIST ALL CATEGORIES** of items that you intend to sell at the Festival, and their price ranges, in the space reserved below. Any items observed by our Festival Team that are not stated on your application may be removed at Sponsor's discretion.
- SUBMIT THIS FORM** – fully filled out on both sides (**INCLUDING A SIGNATURE**) – a copy of your **STREET VENDOR PERMIT** valid for Sept. 19, a copy of your **TAX ID.**, and the **TWO PAYMENTS** to the Columbus Avenue Festival, P.O. Box 1028-Planetarium Station, New York, NY 10024 (212) 787-1112

THIS MUST BE FILLED IN FOR YOUR APPLICATION TO BE APPROVED

LIST ALL ITEMS, FOOD, DRINKS, ACTIVITIES HERE: and the price range (i.e., “women’s sweaters \$25-\$80” or “promotion only”, if promotion only, list **type** of promotion). Sponsors reserve the right to disapprove the sale of one or more items. **Only items listed may be exhibited or sold.** Items may **NOT BE ADDED** or **SUBSTITUTED** without approval of the Sponsor.

COMMENTS/PROBLEMS such as tall racks, etc. _____

The use of amplified music or bullhorns is not permitted. Failure to comply will result in your expulsion from the festival. The sale or use of aerosol string propellants (i.e. “silly string” etc.) is not permissible. The selling of this item will absolutely exclude you from future Festivals.

CORNER SPACES

Corner spaces are limited and may not be available when your application arrives for processing. If we cannot accommodate your corner request, please check this box in order to be placed elsewhere in the festival. A refund will be mailed to you for the difference a week after the festival. Corner spaces are available only in 20' increments and above.

SPECIAL NOTES FOR THE USE OF ICE and CHARCOAL

Charcoal: The use of charcoal requires special arrangements. If you expect to use it, please check this box. All charcoal must be disposed of properly: cooled down, bagged and brought to designated corner dump sites.

Ice: ALL ICE MUST BE DISPOSED OF PROPERLY. IT IS NOT PERMITTED TO BE DUMPED IN THE STREET AS IT POSES A SERIOUS HAZARD. FAILURE TO COMPLY WILL RESULT IN A FORFEITURE OF YOUR SANITATION DEPOSIT.

VENDOR FEES Circle The Total Footage You Want (from “SIZE” through “PRICE”)

REGULAR SPACES						CORNER SPACES (NO Food)			FOOD SPACES		
Size	Non-Member	Member	Size	Non-Member	Member	Size	Non-Member	Member	Size	Non-Member	Member
10'	\$275.00	\$206.25	50'	\$1000.00	\$750.00	20'	\$700.00	\$525.00	10'	\$550.00	\$412.50
20'	\$500.00	\$375.00	60'	\$1150.00	\$862.50	30'	\$900.00	\$675.00	20'	\$950.00	\$712.50
30'	\$650.00	\$487.50	70'	\$1250.00	\$937.50	40'	\$1100.00	\$825.00	30'	\$1250.00	\$900.00
40'	\$850.00	\$637.50	80'	\$1300.00	\$975.00	50'	\$1250.00	\$937.50	40'	\$1400.00	\$1050.00
									50'	\$1500.00	\$1125.00

NOTE: Unless You Tell Us Otherwise, we will put all your space together. If you want it split, tell us how:

(10' units only, i.e., 10', 20', 30', etc.): _____

YOU MUST SIGN THIS AGREEMENT FOR YOUR APPLICATION TO BE APPROVED (See other side).

I have read the rules and regulations on the reverse of this application and hereby agree to and will abide by all of them.

SIGNATURE	Printed Name of Person Signing	TAX ID#
↑	↑	↑
↑	↑	↑
↑	↑	↑
↑	↑	↑
Please make a copy of this contract for your records.		SEE BACK OF FORM >>>

An Agreement between

(Unless other specified, all refunds, if applicable, will be sent to name and address below.)

The West Manhattan Chamber of Commerce
 P.O. Box 1028–Planetarium Station
 New York, NY 10024
As Sponsor

&

NAME of Company or Individual

STREET ADDRESS

CITY, STATE & ZIP

TELEPHONE (Days) TELEPHONE (Evenings)

EMAIL ADDRESS

As Exhibitor

This agreement sets forth the complete agreement between the Sponsor and Exhibitor in the Columbus Avenue Festival, on Sunday, September 19, 2010. No exception, change or other agreement is binding on the Sponsor unless such is in writing and signed by a designated officer of these organizations. By signing this agreement, Exhibitor represents that it understands this agreement and has had opportunity to consult counsel of its own choosing. If Exhibitor violates this agreement, Sponsor, in its discretion, may ask Exhibitor to leave the Festival before its close and/or refuse permission to participate in future festivals presented by the Sponsor.

- Exhibition space in the Festival is available ONLY in 10 foot units (i.e. 10 ft., 20 ft., 30 ft., etc.) measured parallel to the curb. It extends to the first white traffic line in the street. Exhibitor may not exceed the designated space, even if the adjoining space is vacant. Exhibitor further agrees to store excess merchandise, empty cartons, and all trash or refuse generated by its activities within the limits of its designated space during the course of the Festival. If the Exhibitor wishes, refuse may be taken to designated collection points at the ends of each block at any point during the day.
- Exhibitor must provide all equipment necessary to its activities, including proper provision for the disposal of any trash generated by its activities during the day. Exhibitor agrees to fully comply with all Department of Sanitation regulations regarding recycling of paper, glass, and other recyclables. Exhibitors who anticipate using any type of rack, board, frame or other equipment taller than 6 feet, must inform the Sponsors, including a description of the device, when applying for entrance into the Festival. Sponsor reserves the right to limit the use of such devices, and/or to position Exhibitors on the basis of such devices.
- The Exhibitor agrees to be solely and completely responsible for restoration of the leased space to a state of cleanliness at least equal to the state in which it received it on the morning of the Festival.** To assure compliance with this regulation, and to ensure ABSOLUTE observance of breakdown time (See Paragraph #7 below), we require a sanitation compliance deposit when you submit your application. (See #3 on reverse side.) The deposit, in the form of cash or a money order made out to the Columbus Avenue Festival, will be returned within 7 days after the Festival takes place, providing that inspection by the Sponsor at the time of breakdown shows that these two regulations have been strictly observed by the Exhibitor.
- The Exhibitor may not make ANY use of ANY lamp post, traffic or other sign, tree, fire hydrant, nor any building projection, wall, fence or other architectural detail. The Exhibitor may not use any public trash receptacle as part of its exhibit. **The use of ANY device to amplify sound (i.e., radios, bullhorns, etc.) is also prohibited.**
- The Exhibitor may have access to its designated space **NO EARLIER THAN 8 AM ON THE DAY OF THE FESTIVAL. ANYONE FOUND IN VIOLATION OF THIS RULE WILL BE ASKED TO LEAVE, AND WILL FORFEIT THEIR FESTIVAL FEES.** Vehicles of Exhibitors may be on Columbus Avenue until 9:30 A.M. for loading and unloading only. Sponsor will release your space if you are not set up by noon and you will forfeit your fee.
- Sponsor will provide a badge to the Exhibitor. This badge shows Exhibitor’s space assignment and must be displayed at the Exhibitor’s space during the entire day of the Festival.
- Festival hours are from 11:00 A.M. to 6:00 PM. Exhibitor is expected to be fully set up by the opening time, and **FULLY removed from its space NO LATER THAN 6:45 P.M. Failure to observe this closing time may result in the Exhibitor being banned from future festivals put on by the Sponsor and/or the forfeiture of the deposit.**
- Exhibitor may not “sublet” any portion of his/her space; however, it is possible for 2 exhibitors to apply for shared space, carefully noting such on the application. Unauthorized persons or items can and will be refused participation in the Festival.
- Exhibitor agrees to secure his/her canopy with weights of some kind to positively secure the canopy in case of wind. This rule will be enforced.
- Sponsor fully complies with all relevant state and city government departments. Exhibitor is expected to do likewise by obtaining an *Authorization to Collect Sales Tax from New York State*, and a *Street Fair Vending Permit* (valid for the appropriate date) from the New York City Department of Consumer Affairs, and any other applicable permits such as Dept. of Health, S.L.A., etc. Sponsor’s acceptance of the application and fee of any Exhibitor in no way satisfies these requirements. Exhibitor **must** obtain such licenses **in advance** of the Festival.
- Payment of the Festival participation fees must be made with the application. **Payment may be made by exact cash, credit card, check or money order made payable to the Columbus Avenue Festival.** Absolutely no refunds will be given. (Absolutely no third party checks/money orders will be accepted). **PAYMENTS RECEIVED AFTER Sept. 10th, WILL BE ACCEPTED BY CASH, MONEY ORDER OR CREDIT CARD ONLY. FEES ON FESTIVAL DAY MAY BE HIGHER.**
- Sponsor reserves the right to position all exhibitors. Decisions will be based on the following priorities: Avenue Merchants, Members of the West Manhattan Chamber of Commerce, Avoidance of competing stores/other exhibitors, Size/height of exhibitor’s display, Participation in prior Festivals, and Unique needs.
- Sponsor shall not be liable for any failure to perform under the Agreement if such failure is caused by an act of God, fire, flood, RAIN, strike, labor dispute, riot, insurrection, war, or any other cause beyond its control. Nothing contained herein shall require the Sponsor to take any action contrary to law or to any order or regulation of any government or governmental agency or office having jurisdiction, or contrary to any permit or authorization granted to the Sponsor by any government or governmental agency. In the event the Festival is cancelled due to any of the above causes, any and all fees paid by the Exhibitor shall be non-refundable and this Agreement shall become terminated. **The City of New York has instituted a no rain-date policy for street fairs between 14th and 96th streets.**
- Exhibitor agrees to pay, save and hold harmless the Sponsor from any claim, suit, demand, cause of action, including the cost of defense and reasonable attorney fees, of any third party as a result of Exhibitor’s activities or sale of products or services at this Festival. Exhibitor represents that it carries adequate insurance for damage to persons and property arising from its activities as Exhibitor and will, upon demand, supply a copy to Sponsor.

PLEASE NOTE: If you are not set up by 12:00 Noon on Festival Day, Sponsor reserves the right to release your space, and your fee will be forfeited.