



Application and Contractual Agreement
29th Annual Festival Fine Arts and Crafts Show
Festival in the Park

FESTIVAL FINE ARTS & CRAFTS SHOW INFORMATION

General Information The 29th Annual Festival in the Park Fine Arts & Crafts Show will be held in Elmwood Park in downtown Roanoke, Virginia over Memorial Day weekend. This 3-day show is part of the **43rd** Annual 4-day Festival in the Park event which thousands of people attend each year. Festival has been voted one of the top 20 events by the Southeast Tourism Society for the month of May.



Additionally, Festival wins numerous awards every year which include Best Music Festival, Best Festival, Best Local Event and Best Annual event by readers of the Roanoke Times, City Magazine, and The Roanoker Magazine. This outdoor, juried fine art's and craft's show features two-dimensional art which includes (but is not limited to): paintings, photographs, and graphics; as well as three-dimensional and wearable art.

What else will be going on at Roanoke's largest legacy event? Multiple Performing Art's Stages featuring local, regional and national acts. There is an Antique Car Show, Youth Art Show, 5&10K Run, FREE Family/Children's Area featuring Family Entertainment, hands-on-crafts and activity area, climbing wall, fireman's foam and inflatables.

\$2,000 in Cash Awards To recognize the quality of the exhibitors accepted to the show, **\$2,000** in cash awards will given as follows: **Best in Show** \$500, for **2-Dimensional Art**: \$250 - 1st place, \$150 - 2nd, \$100 - 3rd, for **3-Dimensional Art: (non wearable)** \$250 - 1st place, \$150 - 2nd, \$100 - 3rd and for **3-Dimensional Art Wearable**: \$250 - 1st place, \$150 - 2nd, and \$100 - 3rd place. An independent judge will review the work of the exhibitors. Winners of the awards will be announced Saturday, May 26. Ribbons will be awarded and will hang on your booth for the remaining 2 days.

2011 Winners *All winners from our 2011 show are invited back and guaranteed a space for 2012. No application fee will be required, however the booth fee/application are expected to be timely within the guideline dates. We look forward to seeing everyone again.*

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**Deadline for application is March 15.
Notification will be no later than April 1.**

The undersigned, (NAME OF BUSINESS):

("Vendor"), hereby applies to EventZone ("EventZone") and agrees to set up and operate a booth at the Festival in the Park Fine Arts and Crafts Show ("Show") at **Elmwood Park** ("Park") in Roanoke, Virginia from May 26 - May 28, 2012.

1. Vendor agrees to comply with the following schedule:

Friday, May 25, 2012	5:00pm*	Move-In Day
Saturday, May 26, 2012	11:00am-6:00pm	General Shopping
Sunday, May 27, 2012	11:00am-6:00pm	General Shopping
Monday, May 28, 2012	11:00pm – 5:00pm** 5:00pm	General Shopping Move-Out

EventZone does not guarantee moving of freight items or any type of moving assistance. Vendors should provide their own moving dollies.

**Booths must remain intact until closing at 5:00pm. **

2. Vendor agrees to operate its booth with ONLY the merchandise specified below (**please describe merchandise as specifically as possible, pg. 6, and include pictures of all work**). Failure to comply with this provision may result in removal of unspecified merchandise from the Show. All Vendors must provide, with your Application and Contractual Agreement, up to 5 photographs (four of your work and one of your booth set up) of the merchandise you will bring to the Show. You may send photos on CD, but images must be in either pfd. or jpg. format. Name each of the 5 images appropriately using your name first and description of the work second. Example: [ArtistLastName_TitleofWork.jpg](#). EventZone reserves the right to remove any merchandise deemed inappropriate and/or inconsistent with standards established by the Festival in the Park Fine Arts and Crafts Show Director. Any changes to the following description must be submitted in writing for approval by EventZone at least thirty (30) days prior to the Show Move-In Day, Friday, May 25, 2012.

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3. **Vendor is given no exclusive right to sell any specific item or items and hereby agrees and acknowledges that other merchants at the Show may exhibit and sell items similar to those sold by Vendor.**

4. Vendor agrees to pay the booth rental fee as specified in this Application and Contractual Agreement ("Agreement"). **A nonrefundable \$12.00 application fee and booth rental fee must be submitted before the Show will consider this Agreement.** If this Agreement is declined by Festival, the Vendor's booth fee check will not be cashed and will be returned. If this Agreement is accepted by EventZone, the booth fee is not refundable for any reason, except as stated in paragraphs 11, 15 and 16 of this Agreement.

5. ***ALL vendors must submit***, with their Application and Contractual Agreement, ***a self-addressed, stamped envelope***. This envelope will be used to return images, booth fees where applicable and acceptance packets.

6. Vendor must arrive and check-in for the Show at the entrance of the Roanoke City Main Library at the time that will be assigned to the Vendor by the Show. **If Vendor has not checked-in by 8:00am on Saturday, May 26, 2012, Merchant's booth space may be forfeited.** EventZone will not refund booth rental fees to "no-shows" or Vendors who forfeit their booths because of late check-in. **Vendor must be fully set up by 11:00am on Saturday, May 26, 2012.** Vendors who fail to do so may forfeit their booth space entirely.

7. Vendor is responsible for collecting and paying its own Virginia sales tax. The Show will provide to Vendor (upon request) a Department of Taxation form prior to the Show and Vendor will submit the form directly to the Department of Taxation after the Show.

8. Vendor is responsible for providing all labor and materials necessary for displays and is responsible for moving merchandise to, in, and out of the Show. Vendor must provide at its own expense:

- a. All equipment and tools necessary for booth set-up, including, but not limited to, tents, tables, chairs, extension cords, tape, and S-hooks.
- b. Free standing shelves, racks, display cases, or other decorations for the booth.

9. EventZone will, at its own expense, provide security during the Show. However, **VENDOR WILL BE FULLY RESPONSIBLE FOR ANY AND ALL LOSS OR DAMAGE TO VENDOR'S PROPERTY BY THEFT, FIRE, OR OTHER CASUALTY, AND EVENTZONE EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR THE SAME.** Vendor will carry its own insurance on merchandise and property. **VENDOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MAY BE INCURRED TO THE PARK FACILITIES AS A RESULT OF, OR IN CONNECTION WITH, ITS OPERATION.**

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10. VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS EVENTZONE, THE SHOW, AND THE CITY OF ROANOKE, VIRGINIA, AND THEIR RESPECTIVE AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL LOSSES, EXPENSES, CLAIMS, CAUSES OF ACTION, INJURIES, SUITS, OR DAMAGE TO PERSON OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, ARISING OUT OF, OR RELATED TO, THE SET-UP OR OPERATION OF VENDOR'S BOOTH(S) AT THE SHOW.

11. EventZone may choose to decline this Agreement for any reason. If this Agreement is accepted by EventZone, EventZone may cancel and terminate this Agreement without cause at any time upon written notice to Vendor. In such event, the sole obligation of EventZone shall be to refund any booth rental fees paid by Vendor, except as provided in paragraph 6 of this Agreement. In addition, EventZone may cancel this Agreement at any time without prior notice upon the Vendor's breach of any term or condition of this Agreement, in which event EventZone shall not be required to return any part of the booth rental fee to Vendor. Vendor agrees to remove its merchandise immediately from the Park if this Agreement is terminated during the Show.

12. **Two** wristbands will be provided when Vendor arrives and registers at the Show and will be used as identification to allow Vendors access to the Park during the evening concerts. **Vendors may purchase additional wristbands for \$10.00 each.**

13. Vendor will be responsible for obtaining any licenses or permits required by any state or local authorities in connection with its participation in the Show or the display or sale of its merchandise at the Show.

14. Merchant agrees to donate a prize ("donated prize"), valued at or above \$40.00, for use during the Festival in the Park Silent Auction which supports our Scholarship for the Arts. Vendor agrees to give the donated prize to the Show Director on or before Move-in Day. Donated prize must be described in detail below. Vendors are encouraged to mail their donated prize to EventZone **thirty (30) days prior to the Show Move-In Day**, Friday, May 25.

Describe donated prize:

Retail Value: \$ _____

15. IF ANY CLAIM IS MADE THAT ANY MERCHANDISE VENDOR SELLS AT THE MARKET IS PROHIBITED BY THIS AGREEMENT, THEN MERCHANT AGREES TO INDEMNIFY AND HOLD HARMLESS EVENTZONE, ITS AGENTS AND EMPLOYEES, FOR ANY AND ALL LIABILITY RELATING TO SUCH CLAIM. THIS INDEMNIFICATION AGREEMENT, RUNNING IN FAVOR OF EVENTZONE, EXPRESSLY INCLUDES, WITHOUT LIMITATION, PAYMENT OF ANY CLAIM, COST OF DEFENSE, INCLUDING ATTORNEY'S FEES, AND COSTS OF THE CLAIM INVESTIGATION. **Any discovery or reasonable suspicion by EventZone that Vendor has, or intends to sell, merchandise prohibited by this Agreement at the Show will result in forfeiture of Vendor's booth space, immediate removal of Vendor and its merchandise from the premises, and forfeiture of all fees, including booth rental fees in whole.**

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16. Upon discovery or reasonable suspicion by EventZone that Vendor has, is, or intends to violate federal or state law, EventZone may, at its discretion, dismiss Vendor from further inclusion in the Show and retain all fees paid by, or on behalf of, Vendor, including, but not limited to, booth rental fees and incidental fees. Any actual or planned violation of federal or state law will result in forfeiture of all fees paid by, or on behalf of, Vendor, including booth rental fees and incidental fees. This Application and Contractual Agreement shall become binding as to Vendor upon execution thereof, but is subject to acceptance by EventZone and is not binding upon EventZone until executed thereof.

17. Judging - The photos included with the Vendor's Application and Contractual agreement will be viewed by a jury committee. Each member of the jury will assign points to each of the five images. Points will be totaled for each Vendor and those within the highest total in each category will be selected to exhibit in the Show. All decisions of the Show Jury Committee are final and not subject to review.

18. Standards/Rules

- All work must be the product of the Vendor applying - no contract work will be accepted. Vendor applying must be present during all hours of the show. No dealers or sales representatives are allowed. Guilds, co-ops and groups must apply as such.
- Artistry/craftsmanship must reflect mastery of skills required to produce works of high quality. Arts/Crafts must be rendered by hand, hand tools, or hand machinery. Mere assembly of manufactured products or decoration of machine made items will not be accepted.
- Prints of original work will be accepted but must be limited to 50% of inventory with the other 50% being original.
- Finished work should display the Vendor's understanding of the elements and principles of good design. A work involving the reproduction of traditional designs should be faithful to the design.
- Materials should be high-quality, enduring and suited to the medium. Purchased parts, findings, and partially processed material should be used with care, and incorporated into the design.
- Persons producing high quality work from currently available patterns (not kits) will be accepted for exhibit. Originality will be honored over patterns of equal quality work.
- Commercially manufactured apparel or accessories (i.e. jeans, aprons, smocks, t-shirts, etc.) with high quality handiwork/ decorations added will be allowed.
- Weapons, such as pop-guns, sling shots, bow & arrows, etc. will NOT be accepted.
- Plants, (except Bonsai or Topiary), silk flowers, cut bottles, raw materials and supplies, liquid embroidery, printed fabric used to replace patchwork patterns, and figures from commercially- produced molds will NOT be accepted.
- At no time during the show will sale signs, marked down prices, or anything that denotes price reduction be permitted.

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**Please sign below if you are in agreement with the terms outlined in this
Application and Contractual Agreement.**

Vendor (please print): _____ **DATE:** _____

Signature: _____ **Title:** _____
Signature of Authorized Agent

[Please print or type]

Name of Business: _____
please state as it should appear in the program

Mailing Address: _____

City: _____ State: _____ Zip code: _____

Contact person: _____ Title: _____

Phone: _____ Cell: _____ Fax: _____

E-mail: _____ Website: _____

Please indicate:

New Vendor _____ Returning Vendor _____ 2011 Show Winner _____

Please describe all merchandise you intend to sell at your Show booth. Include very detailed descriptions *and* price points of merchandise. This information is very important to the jury. Attach another sheet if necessary.

Description:

*Example: Jewelry - earrings, necklaces, bracelets, key chains and wind chimes made from antique sterling silver flatware. Prices range from \$20 - \$150. **Pictures of goods attached.***

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BOOTH SPACE SIZE AND FEES

Please indicate below your booth space preference and enclose a check or valid credit card number for your booth rental fee. You must also enclose a check for the application fee, which is \$12.00.

- The booth rental fee and application fee **must be paid** in order for this application to be considered.
- **Credit card information must be provided** on this application. If you choose to pay by check, your credit card will not be charged at this time.
- If you are accepted to the show and your check does not clear **your credit card will be charged** in the amount of the balance due plus any returned check fees.
- No refunds will be granted after acceptances have gone out March 20th.
- Please note that refunds may take 2-4 weeks to process.
- Requests for booth locations will be considered on a first come, first served basis.
- **No merchant will be promised a particular location.** While EventZone will try to accommodate Vendor's requests, please be aware that there are many factors that go into the layout..

10' x 10' Space _____ \$175
20' x 10' Space _____ \$325

*Rental fees must be paid in full at time of application.

Please indicate desired method of payment: (circle one)

***Please note: an additional 5% credit card processing fee will be added for credit card purchases. This fee does not apply if paying by check.

Check(s)
(enclosed) _____

Credit Card***
(information on next page)

MAKE CHECKS PAYABLE TO: EventZone

PO Box 8276 Roanoke, VA 24014
Phone: (540) 342-2640 and Fax: (540) 342-7981
E-Mail: sarah@eventzone.org
Web site: www.RoanokeFestival.org

Application Check-List:

- _____ Complete and sign application and return to Festival by March 15, 2012
- _____ \$12 Application Fee – check payable to EventZone – non-refundable
- _____ Booth fee (\$175 10x10 OR \$325 for 20x10) – check payable EventZone - *Booth fee will be returned if application is not accepted.*
- _____ **Photos or CD with 5 images (4 of work and 1 of booth)**
- _____ Self addresses and stamped envelope for return of photos, CDs and acceptance packets

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You MUST provide a credit card number in order for your Application to be considered. If you wish to pay by check, your credit card will not be charged at this time.

Visa/MasterCard: Name _____

Card number _____ Exp. _____

Signature _____

By signing this agreement, you are agreeing to have your credit card automatically charged should you not enclose a check