



MUSIKFEST®



**August 3-12, 2012**

**Bethlehem, PA**

**Retail Vendor Application 2012**

Musikfest® showcases hundreds of free performances for the approximately one million people who visit Bethlehem each August. This 10-day musical extravaganza features 14 outdoor and indoor venues located in the city's streets, public plazas, historic areas and green spaces. Many of the festival's sites offer space for retail opportunities. These include but are not limited to the following:

**Festplatz** - This site, located in the heart of the festival, features an eclectic mix of fun music, including polkas, dance music, theme nights and more. Vendors featuring a German or festive flair are preferred, but not exclusively.

**Plaza Tropical** - This site, situated at the festival's busiest intersection, has an excellent traffic flow and features Caribbean, Latin, reggae, salsa and rock music. Retailers that correspond with the site's musical theme will be considered.

**Banana Island** - This site is Musikfest's home for family entertainment. By day, children of all ages are delighted by family-friendly musicians, storytellers, actors and puppeteers. At night, this site offers the best in cabaret-style music.

**Volkspatz** - This site draws large crowds in the evenings and features African, German, Slovenian and Irish music.

### **CALENDAR:**

**Application Deadline:** April 2, 2012

**Notification:** Week of April 30, 2012

**Musikfest 2012 Dates and Hours:** August 3, 2012: 5 PM - 11 PM  
August 4-12, 2012: noon - 11 PM

### **FEES AND BOOTH INFORMATION:**

There is a \$20 application fee. This fee will be deposited upon receipt and will not be refunded. The retail booth rental fee is \$2,000 for a 10' x 10' location. There are a limited number of double spaces (10' x 20') available for \$4,000. If ArtsQuest provides your tent (approx. 10' x 10'), an additional fee of \$200 will be charged. All space assignments are made at the discretion of the event staff and merchandise committee and are done on a first come, first served basis.

### **Applications must be submitted by April 2, 2012.**

They will be reviewed on the basis of appropriateness, diversity and space limitations. A booth deposit of \$500 must accompany the application. The remaining balance must be paid in full by July 1, 2012.

MUSIKFEST® 2012 (The "Event")  
RETAIL VENDOR

APPLICATION & CONTRACT

APPLICANT / VENDOR INFORMATION

BUSINESS ENTITY	INDIVIDUAL
Name: _____	Name: _____
Authorized Officer _____	Tradenname _____

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

Phone (Business) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

ARTSQUEST™  
STANDARD VENDOR CONTRACT TERMS

By signing the application, applicant intends to be legally bound by the following terms and conditions if this application is accepted by ArtsQuest, by signature of an authorized ArtsQuest representative. "Vendor" shall mean the applicant (including non-selling exhibitors) and "Merchandise" shall include any artwork, crafts, food, product, service, flier or other item sold, promoted, distributed or exhibited by Vendor at the Event.

1. The Assigned Site.

- ArtsQuest will provide space ("Site") for Vendor at the Event as specified on the acceptance.
- Vendors must supply their own supplies, equipment, displays, tables, extension cords, lighting, wall units, tents and canopies (as applicable).
- ArtsQuest provides one overhead light and access to one single duplex outlet (max 300 watts).
- Additional power options may be available upon request at an additional charge, but only as confirmed by an Electrical Addendum to this contract.
- Outdoor Events: Tent or canopy is required. Tents may be rented from ArtsQuest. If tent is furnished by Vendor, it must be white, unless otherwise approved, and in good condition.
- Inside Events: Site will be draped by ArtsQuest.

## 2. Merchandise.

- Only the displays and Merchandise as submitted in the application and approved by ArtsQuest may be exhibited or sold.
- ArtsQuest reserves the right to remove any Merchandise or display deemed not acceptable or which differs from the photo/description submitted.
- Artists and craftspersons: may exhibit and sell only their own work; commercially produced merchandise and/or imports and/or kits are not eligible for exhibit or sale; all items must be sold in completed form and not as components of kits meant to be assembled.

## 3. Clean Up.

- Vendor shall leave the Site clear of any trash or debris at the end of the event. A cleaning fee (minimum \$50.00) will be charged if the site is not left in broom-clean condition.

## 4. Conduct.

VENDOR HAS RECEIVED OR VIEWED ON LINE AND REVIEWED THE "ARTSQUEST VENDOR/ EXHIBITOR OPERATING POLICIES" FOR THE EVENT AND AGREES TO BE BOUND BY ITS TERMS WHICH ARE INCORPORATED HEREIN BY REFERENCE.

- Failure to comply with these contract terms and the Operating Policies or inappropriate behavior will result in expulsion from the Event and ineligibility for future ArtsQuest events. Any vendor expelled from the Event shall have no right to recover any fees, lost profits or other damages from ArtsQuest.

## 5. Security.

- Roving security will be provided by ArtsQuest during the set-up period, operating and non-operating hours and the takedown period, but the Site will not be under such observation at all times. An outdoor Event site is an open area to which access is not restricted by fences or other such barriers. The presence or absence of any such security provided by ArtsQuest shall not relieve Vendor of its obligation with regard to indemnity and releases for losses to property.
- Vendor may choose to hire, at its sole expense, third party security for the Site. If Vendor elects to hire third-party security, it shall file with the City of Bethlehem Police Department such information as may be required and notify ArtsQuest in writing of its name and contact information.

## 6. Government Responsibilities.

- Vendor shall pay or collect and remit all taxes and obtain and post all permits as required by local, state and federal law.

## 7. Payment and Refunds.

- Vendor shall make deposits, fees and payments as and when set forth in the application.
- Checks are made payable to: ArtsQuest. A \$30.00 service fee will be charged for any checks returned to ArtsQuest for any reason.
- Vendor shall be entitled to refunds of any payments only as set forth in the cancellation provisions of the application.

## 8. Independent Entity.

- Vendor is not an employee, agent, representative or affiliate of ArtsQuest and is an independent person or entity without authority to act on behalf of ArtsQuest.

## 9. Trademarks, Publicity.

- ArtsQuest, Musikfest, Christkindlmarkt Bethlehem, The Banana Factory, and SteelStacks are trademarks or servicemarks of ArtsQuest and may not be used by Vendor without permission of ArtsQuest, other than publicizing its participation in the Event.
- Vendor authorizes ArtsQuest to use photographs of its Site and staff in promotional material about ArtsQuest events.
- ArtsQuest may conduct such promotion of the Event and Vendor's participation, Merchandise and location as it decides in its sole discretion.

## 10. Insurance/Indemnity/Release.

- Vendor shall provide ArtsQuest evidence of worker's compensation insurance a Certificate of Insurance showing it has a minimum general liability coverage of \$1,000,000 (per occurrence/aggregate) and naming ArtsQuest, its officers, trustees, employees and volunteers as additional insureds no later than ten days prior to the Event.
- Vendor agrees to indemnify, defend and hold ArtsQuest harmless from all actions, suits, damages or claims (including reasonable attorneys fees and costs) whatsoever arising from the conduct of Vendor and its employees at the Event (including set-up and take down), the operation of or Merchandise displayed, sold or distributed at the Site and releases ArtsQuest from any claims for the loss or damage to or theft of any property of the Vendor or its agents, representatives, employees or volunteers while on the Event grounds.

## 11. Force Majeur / Public Emergency.

- If the Event is cancelled upon rule, regulation, order or recommendation of any state, federal or local government agency or by ArtsQuest in response to any public health threat such as the outbreak of a highly communicable disease, this Agreement may be cancelled by ArtsQuest on written notice to the participants without further liability on either party. In such event, any deposits made to ArtsQuest shall be returned in 30 days of such notice.
- In the event that the performance of any provisions of the contract on the part of the artist or ArtsQuest are delayed rendered impossible or interfered with by an act of God, act of terrorism,

inclement weather, fire, national or local calamity, that the physical disability of any of the personnel performing or used in connection with the performance, the labor union, labor difficulty, war or epidemic, ArtsQuest will be relieved of its obligations hereunder with respect to the performance as so prevented because of such cause.

12. No Representations.

- Vendor acknowledges that no representations have been made to Vendor with respect to the size of anticipated attendance or sales at the Event.

\* \* \*

The undersigned, by signing below, intends to be legally bound by the terms stated above in the event this Application is accepted by ArtsQuest.

Individual Applicant

Business Entity

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

By:\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

Return signed Application/Contract together with all fees and supplemental material to:  
ArtsQuest, 25 West Third Street, Bethlehem, PA 18105  
Attn: Tanya Doddy

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**THE FOLLOWING TO BE COMPLETED BY ARTSQUEST**

Accepted by ArtsQuest

By:\_\_\_\_\_

Title:\_\_\_\_\_

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

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**CONTRACT NO. #**

## ARTSQUEST VENDOR/EXHIBITOR OPERATING POLICIES

### 1. The Assigned Site.

- Vendor must confine display to its Site. No display pieces are permitted in the aisles or walks.
- Vendor shall use only designated electrical outlets and shall not plug into outlets of other vendors or event displays.
- Vendor shall use heavy duty, three conductor extension cords for tie into electric source.

### 2. Merchandise

- ArtsQuest reserves the right to request the removal of any merchandise or display deemed not acceptable or which differs from the photo/description submitted.
- Artists and craftspersons: may exhibit only their own work; commercially produced merchandise and/or imports and/or kits are not eligible for exhibit or sale; all items must be sold in completed form and not as components of kits meant to be assembled.
- ArtsQuest reserves the right to reject any foods or displays deemed not acceptable during the event or not representative of slides or descriptions submitted.

### 3. Clean Up.

- Vendor is responsible for keeping its Site clean during the Event.
- All trash must be taken to a designated area or dumpster daily. All cardboard must be broken down and taken to the recycling area or dumpster daily.

### 4. Conduct.

- Vendor must have its Site open and attended at all operating hours of the Event and have approved Merchandise available for sale or exhibition.
- Vendor should be prepared for the seasonal elements such as heat, humidity, wind, rain and/or dust as well as the long hours of the Event.
- Vendor shall attend any required on-site orientation for the Event.
- Vendor shall not discriminate against any employee or customer because of race, religion, color, ethnicity, physical disability or sexual orientation.
- Political signs and activity are prohibited.
- Hawking or calling out are prohibited (except approved mobile vendors).
- No pets or live animals are allowed at site other than assistance dogs.
- No alcohol, radios, TV's (except as part of a display or exhibit) or electric heaters are permitted in the Site.
- Failure to comply with contract terms, the Operating Policies or display of inappropriate behavior will result in expulsion from the Event and ineligibility for future ArtsQuest events. Any Vendor expelled from the Event shall have no right to recover any fees, lost profits or other damages from ArtsQuest.

## 5. Vehicle Access/Parking

- Vehicle access and parking on the Event grounds is permitted only at times and locations indicated on the application or as posted at the Event.
- Vehicles in violation will be towed at owner's expense.

## 6. Signs

- All signage must be professionally done. No handmade signs are permitted. [exception: prices on produce stands at SteelStacks™ Farmers Market].

## 7. Security

- Roving security will be provided by ArtsQuest during the set-up period, operating and non-operating hours and the takedown period, but the Site will not be under such observation at all times. An outdoor Event site is an open area to which access is not restricted by fences or other such barriers. The presence or absence of any such security provided by ArtsQuest shall not relieve Vendor of its obligation with regard to indemnity or releases for losses to property.
- Vendor may choose to hire, at its sole expense, third party security for the site. If Vendor elects to hire third-party security, it shall file with the City of Bethlehem Police Department, such information as may be required and notify ArtsQuest in writing of its name and contact information.

## 8. Government Responsibilities (not applicable to non-selling exhibitors).

- Vendor is required to collect the Pennsylvania sales tax where applicable and pay it to the State.
- Vendor must contact the Pennsylvania Department of Revenue at 610-861-2000 for a Pennsylvania tax number.
- Vendor must contact the City of Bethlehem Tax Revenue Department at 610-865-7022 for a business privilege license.

## 9. Waiver.

- Application of any of these Operating Policies to any Vendor may be waived only by written permission by an authorized ArtsQuest representative.