



## **VENDOR CONTRACT** **RULES & REGULATIONS**



**Company (PLEASE PRINT)**

**Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Date of Contract:** \_\_\_\_\_

**Cell phone for event weekend)** \_\_\_\_\_

**Exhibit Space: 10' x 10'      \$500 tent cover not included**  
**Sidewalls and lighting are vendors responsibility**

**Make bank check or money order payable to: CNY Jazz Arts Foundation, Inc.,**  
**441 E. Washington Street, Syracuse, NY 13202**

**Note:** The terms of the attached "Clinton Square Guidelines for Festival Events" are a part of this contract and supercede any similar language in the body of this contract, if applicable. Please read them carefully and direct all questions to the appropriate City of Syracuse contact number therein.

### **General Information:**

**Badges for vendors will be distributed during set-up. Badges are required to be worn by vendors at all times.**

**A vendor parking pass will also be distributed. Vendors MUST park where indicated. You MAY NOT PARK ON WATER STREET in front of the Atrium building**

**No vendor may, without the written permission from the NE Jazz and Wine Festival, assign, sublet or apportion all or any part of the privileges or of the space assigned to him, nor permit any other party to exhibit herein, not to distribute any literature or advertising materials or products, for the purpose of promoting any business other than that of the exhibitor to whom the space is assigned.**

**Booths must be manned at all times. Aisle ways and exits must be maintained and unobstructed. Streets shall be maintained with a minimum of 20' at all times. Hydrants may not be obstructed, hidden, or covered in any way.**

**Booth Displays are the responsibility of each exhibitor. Fireproof backdrops or enclosures including drapes, panels, and walls are required by the City of Syracuse. Exhibitors must provide their own protective covering to shield against inclement weather including wind, sleet, snow, and heavy rain. Tents must be weighted down to ensure stability.**

**Electricity will be provided. Please remember this is an outdoor venue and power capabilities will be limited.** Your equipment must have properly grounded lines, etc. If you have any special needs or questions please contact Mary Beth Roach at 473-4330, ext 3006 before June 30, 2009.

**Vendors can load or unload their units before and after the festival. If more supplies are needed during the festival, please use hand-carts, etc. to carry products to your booth. Please note that the City does not provide hand-carts. No vendor shall be allowed to remove any portion of their booth's display until the show is officially closed (upon termination of the last mainstage musical act). Vendors violating this policy will lose all priority and may be excluded from next year's show.**

**Combustibles are simply defined as anything that can burn. Examples include but are not limited to, cardboard, excelsior, paper, wood such as chips, pallets, canvas, or plastic or packing materials in any form. These materials must not be stored, stacked, piled or left in booths, higher than 3' high, 2' deep, 6' long. Any material found to be excessive or creating a hazard must be removed. (Fire marshals will have final determination of hazard and removal.)**

Exhibitors shall care for and keep in good order space occupied by them and surrender such space at the close of the NE Jazz and Wine Festival in the same condition as it was when taken over. If the space occupied shall be damaged by the participant, their employees, patrons, or guests, they shall pay such claims as are necessary to restore the space to its original condition. The City of Syracuse will arrange for sweeping and cleaning general walkways but vendors must keep their own exhibits clean and constantly in first-class condition.

**Exhibit Limitations**

The Vendor activity of each exhibitor in the vendor areas must be within the exhibitor's allocated exhibit space. Exhibitors may not use noise, lighting, or other distractions judged by the NE Jazz and Wine Festival to be offensive to other vendors. Visual aid devices, tape recording equipment and similar mechanical devices shall not unduly interfere with or be disconcerting to other vendors. Vendor literature shall not be distributed outside the vendor's booth area.

Vendors are subject to all applicable laws and ordinances, and the vendor agrees to abide by any regulations or other instructions from the City of Syracuse. The NE Jazz and Wine reserves the right to restrict or refuse or expel at any time vendors which in its judgment are not in keeping with the nature, character or appearance of other vendors or of the festival as a whole.

In the event of war, fire, strike, government regulations, public catastrophe, act of God or the public enemy, or any other cause beyond our control, or if the show or any part thereof is prevented from being held or cancelled by the Corporation or the exhibit space applied for herein becomes unavailable, the NE Jazz and Wine shall not be liable to make any refunds whatsoever to the applicant.

This agreement contains the entire agreement of the parties hereto with respect to matters embraced herein. Nothing in this provision, however, shall preclude the corporation from adopting additional rules and regulations, orally or in writing as the corporation deems necessary.

The NE Jazz and Wine does not guarantee vendors against loss of any kind. General overall security and reasonable care will be exercised to protect all vendors and the exhibit area insofar as possible. All vendors are urged to obtain insurance against property loss or damage.

**CENTRAL NEW YORK JAZZ ARTS  
FOUNDATION, INC.**

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

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

441 E. Washington Street  
Syracuse, NY 13202  
315-479-JAZZ (5299)

**VENDOR:**\_\_\_\_\_

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

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

Address: (If different from page 1)

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