

FOR OFFICIAL USE ONLY

Date Rec'd \_\_\_\_\_ Payment Rec'd \_\_\_\_\_

Space Assignment



## 7th Annual Martha's Vineyard Jazz & Blues Summerfest 2016

### APPLICATION FOR VENDOR SPACE

Name \_\_\_\_\_  
Company \_\_\_\_\_  
WebSite/EMail \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Lewis and Kirk Productions reserves the right to determine the eligibility of all materials, and at their discretion may remove any objectionable materials.

Vendor Type (Please circle the appropriate category)

Fine Arts, Crafts & Antiques  Merchandise  Desserts  Other

Please specify the type of Art or Merchandise:

\_\_\_\_\_

**DATE:** The Fifth Annual Martha's Vineyard Jazz and Blues Summerfest 2016 will be held on Thursday - September 1, Friday - September 2, and Saturday- September 3. Vendor opportunities are available each day from 2:00PM – 10:00PM.

**PLACE:** The Old Whaling Church, 89 Main Street, Edgartown, MA, Thursday - September 1, Friday - September 2, and The Cottagers

**SETUP:** Vendors will be allowed to set up at 3:00PM. If additional time is needed, we will coordinate this with the venue.

**TIME:** Sales may begin at 4:00PM. Sales must end at 10:15PM.

**VENDOR FEES:**

(1) 6 ft table @ \$250

**VENDOR REQUIREMENTS CHECKLIST:** To reserve a merchandise table, Complete and return the following:

Vendor Application

Electrical Requirement Section

Vendor Agreement, Signed and Dated

**PAYMENTS:** Payment may be made in the form of check or money order payable to: Lewis and Kirk. Mailing address: 168 Brookside Avenue, Mount Vernon, NY 10553  
Notate: MV Summfest 2014 Vendor in the Memo.

**BREAKDOWN:** Tables must be completely disassembled and Vendor's area completely cleaned of Vendor's materials and debris no later than 10:45PM

**TABLE SIZES:** All tables are six feet and eight feet tables may be available

**TABLES:** Vendor will be provided Old Whaling Church table(s). Operations must be contained within table space. Vendors may stand in front of table, but must not interfere with operations of neighboring vendors.

**POWER SUPPLY:** If you use a battery device to provide electricity or amplified sound, it must be contained within your table and neighboring tables must not be disturbed by noise. You must indicate your intention to use these devices in your application.

**NOTIFICATION:** If your application is accepted, you will receive a confirmation email or a phone call immediately as there is limited Vendor space available.

CANCELLATION: If The Fifth Annual Martha's Vineyard Jazz and Blues Summerfest 2014 is cancelled by Lewis and Kirk due to unforeseen circumstances, Vendors will be reimbursed completely and fully. There are no refunds for cancellations due to acts of God.

VENDOR AGREEMENT TO OPERATE A TABLE AT  
The Fifth Annual Martha's Vineyard Jazz and Blues Summerfest 2014  
\_\_\_\_\_, (Vendor)  
and Lewis and Kirk Productions, (Lewis and Kirk), agree as follows:

Vendor desires to operate a table at The Fifth Annual Martha's Vineyard Jazz and Blues Summerfest 2014 to be held on Saturday, August 30 from 4:00PM – 10:30PM at The Old Whaling Church, 89 Main Street, Edgartown, MA; and Lewis and Kirk desires to permit Vendor to use such table(s), on the terms and conditions described in this agreement. In consideration of the promises made in this agreement, the parties agree that:

- 1) Lewis and Kirk agrees that upon the acceptance of a completed application submitted by Vendor, along with full payment for table rental as set forth in that application, it shall allocate a table location for use by Vendor on above date according to the terms and conditions of this agreement.
- 2) Vendor agrees that vendor, or agents, employees or independent contractors of the vendor ("agents"), shall conform to the requirements as set forth in the "vendor Instructions (The fine print)" attached hereto, which is incorporated by reference and made a part of this agreement.
- 3) Vendor agrees to save harmless, and defend Lewis and Kirk from loss, damage, or injury to persons or property in any manner arising out of an incident to their performance of this agreement, whether or not resulting from the negligence of vendor or it's agents.
- 4) It is understood and agreed that in the event that Summerfest 2014 is cancelled or does not take place for any reason whatsoever, except for acts of God, Lewis and Kirk shall refund to Vendor such sums as were paid by vendor under this agreement, and within a reasonable period. Such refunds represents a reasonable endeavor by the parties and estimate the fair compensation for the foreseeable losses that might result from cancellation of Summerfest 2014, and that such amount shall be construed as liquidated damages and not as a penalty.
- 5) In the event that cancellation of Summerfest 2014 is caused by an act of God, including but not limited to earthquake, terrorism, storm, fire; that in such event, vendor shall not be entitled to refund in sums paid to Lewis and Kirk or other damages.
- 6) Jurisdiction: This agreement is entered into and shall be governed by the laws of the State of New York, and any dispute shall be resolved in a court of law in New York.
- 7) This agreement may not be assigned by either party without the prior written consent of the other party. This agreement is made and shall be effective upon the execution by a duly authorized agent of vendor and upon execution by a duly authorized officer of Lewis and Kirk Productions on the date last indicated below.

Vendor NAME OF BUSINESS

Signature \_\_\_\_\_ Duly Authorized Agent

Name (Print) \_\_\_\_\_

Dated \_\_\_\_\_ 2014

Lewis and Kirk Productions

Signature \_\_\_\_\_ Duly Authorized Agent

Name (Print) \_\_\_\_\_

Dated \_\_\_\_\_ 2014

For additional information please contact:  
Lewis and Kirk Productions  
914/363-9299 ext 384, 914/837-1995