

AFRIFEST™ – VENDOR APPLICATION, AGREEMENT & EXHIBIT A

Company Name: _____ Tax ID # _____
 Name: _____
 Address: _____ Apt/Unit # _____
 City: _____ State: _____ Zip: _____
 Home Phone: _____ Alternate Phone: _____
 ▶ Email address: _____
 Product or Service: _____

BOOTH SPACE AND VENDOR SPONSORSHIP FEES

The following rates are for a 10'X10' booth space (We do not provide BOOTHS, TENTS, OR TABLES). If you require more space please call for rate information and then complete the form as instructed. The rates for electricity are \$50 for 20 amps. Please include the appropriate amount in the form below.

Late Fee Schedule: Registrations received after July 25th - \$50

Category	Booth Space Size	Booth Fee	Elect. Fee	Late Fee	Total
Food Vendor Sponsor	10X10	\$150			
Non Alcoholic Drink Vendor	10X10	\$75			
Promo/Merchandise Vendor	10X10	\$50			
Artist Village Booth	TABLE	\$25			
TOTAL AMOUNT TO BE PAID					

PLEASE CHECK HERE IF A 2008 VENDOR---NO FEE REQUIRED FOR 2008 VENDORS (YOU WILL GET THE SAME BENEFITS PAID FOR IN 2008), BUT REGISTRATION IS REQUIRED.

PAYMENT OPTIONS

Payments shall be made in the form electronic payment or check as follows:

If vendor is paying by check, make checks payable to **AFRIFEST FOUNDATION** and mail to at least 2 weeks in advance of festival-NO CHECKS ACCEPTED ONE WEEK BEFORE FESTIVAL (\$35 FEE FOR ANY RETURN CHECKS):

[AFRIFEST FOUNDATION](http://www.afrifest.org)
 816 21st Ave N, Suite 335-Minneapolis, MN 55411
 Tel: 612-281-6318 Fax: 612-225-1888
 Email: info@afrifest.org
 Festival Motto: "Enlightenment, Diversity, and Unity."
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AFRIFEST FOUNDATION
816 21st Ave North, Suite 335
Minneapolis, MN 55411
Reference: Afrifest 2009

To pay by credit card please fax the completed form to Fax: 612-225-1888. You can be billed via email if you wish to pay by credit card also. Registration is not complete without a signed registration form.

Credit Card: MC _____ VISA _____ AMEX _____ DISCOVER _____ Check mailed

CREDIT CARD SIGNATURE REQUIRED BELOW

Expiration Date: Mo _____ / Yr _____ Card # _____ CSV (3 digit#) _____

Name/billing address on credit card if different than above _____

Address: _____

City: _____ State: _____ ZIP: _____

Credit Card Number – please *print* carefully!

Signature: _____

Check # / Money Order #: _____ Pay to the Order of: **"AFRIFEST FOUNDATION"**

Receipt of ***completed*** registration form ***and*** payment is required to confirm your registration.

CANCELLATION POLICY: No refunds

I agree to the terms and conditions of this agreement.

SIGNATURE _____ **DATE** _____

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TERMS AND CONDITIONS

AFRIFEST FOUNDATION (Herein referred to as Event Producer) and Exhibiting Vendor (Sponsor)

The company listed on the first page of the Participation Agreement (“sponsor”) has selected and is participating in the sponsorship program at a Package Level designated in the Participation Agreement and is hereby authorizing Event Producer to secure (by purchase, contract, or otherwise) all benefits as otherwise outlined in this Agreement for each Sponsor Level and as promised in sponsorship package benefits contained within, including the purchase of media space from various companies selling either network television, cable television, radio, interactive, and/or print related ad space as otherwise provided for herein.

- 1. General Sponsorship Information:** Event Producer is responsible for delivering items contained within the sponsorship program, provided there are no unforeseen reasons for the Event (Afrifest 2009) not to occur beyond our control, including events of “force majeure” (as such term is commonly understood in the entertainment and media industries). Event Producer make no representations or warranties regarding the number of persons who will the Event, such number being impossible to predict accurately ahead of time. Sponsor by its signature on the first page of this Agreement agrees to abide by the terms and conditions herein and those set forth on the front page of the Agreement.
- 2. Payments:** PAYMENT DUE IN FULL UPON RECEIPT OF INVOICE. INVOICE IS SENT SEPARATE FROM THIS AGREEMENT. IN ALL CASES, INVOICE MUST BE PAID IN FULL PRIOR TO SPONSOR/VENDOR RECEIVING SPONSORSHIP BENEFITS OR EXHIBITING. The person signing this agreement expressly represents and warrants to Afrifest Foundation that they are authorized by sponsor to bind them to the terms and conditions hereof. The person signing this AGREEMENT understands and agrees that they are personally bound and liable to pursuant to the terms and conditions hereof in the event such authority to bind the sponsor does not exist.
- 3. Rules:** Sponsor agrees to abide by the rules and regulations of Afrifest 2009 vendor exhibiting (hereby attached as EXHIBIT A: 2009 AFRIFEST VENDOR PROCEDURES)
- 4. Term:** This agreement is effective upon execution by both parties. The right to terminate this agreement is within the sole discretion of event producer with 5 days written notice by mail, fax, or email to sponsor. Termination could arise from the certain incidences, but not limited to. Breach of agreement terms, breach of vendor procedures, failure to secure proper equipment or other required city licenses for vendor exhibition, food, or drink sales. No full refund will be given if less than 30 days to event date and due to vendor’s inability to obtain proper licenses and follow procedures.

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**AFRIFEST 2009 VENDOR APPLICATION
EXHIBIT A
VENDOR GUIDELINES AND RULES**

Vendor Permit #

Tax Information

MN Tax ID #

MN Sales Tax # Federal Tax ID #

Tax Exempt # IRS Operator ID #

Special Needs

Please tell us about any special needs you have.

Special Instruction to Food and Beverage Vendors

_RULE - Food Vendors cannot sell beverages or non-food items of any sort (Any exceptions need to be approved).

_RULE - Registered Beverage Vendors can only sell non-alcoholic beverages like water, Italian Ice, Icee, Smoothies, Coffee/Tea, juices, etc. Note:

_Propane usage must be approved by permit ahead of time.

_Violation of beverage vending rule intentionally or unintentionally, by owner or staff, will result in immediate closure of booth.

_Any grease must be placed in a sealed container and taken off Festival premises.

_All food and beverage vendors (THOSE WITHOUT PRIOR FESTIVAL VENDING EXPERIENCE) MUST attend one of two MANDATORY Food Handling Training Sessions to be determined and vendors will be notified.

ALL FOOD, DRINK, AND UNFINISHED GOODS VENDORS WILL HAVE TO PROVIDE LIABILITY INSURANCE NAMING AFRIFEST FOUNDATION PRODUCER OF AFRIFEST 2009 AS ADDITIONAL INSURED.

If you ordered electricity please list the ELECTRICAL equipment to be used. Include trailers, grills, trucks, vans, deep fryers, displays, games, decorations, etc. How many of each?

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INSTRUCTIONS TO ALL VENDORS

Arrival, Parking, Check In and Booth Assignment

- _ Vendors MUST be confirmed to enter the festival area
- _ Each vendor MUST check in at the Afrifest Information Booth upon arrival on
- _ At the Information Booth you will receive assistance with space location.
- _ Vendors are allowed to bring vehicles on the festival site between 8:00 a.m. and 10:00 a.m.
- _ Booth must be open and ready for business by 10:00 a.m. and remain open until at least 5:00 p.m. unless otherwise notified by an Afrifest vendor representative.

Power, Tents and Supplies

- _ Tents are REQUIRED FOR ALL FOOD AND DRINK VENDORS.
- AFRIFEST DOES NOT SUPPLY TENTS, TABLES, OR BOOTHS.**
- _ No power will be provided to vendors who did not request and purchase it with initial application. Afrifest does not provide extension cords or the like to vendors.

General Expectations and Prohibited Items

- _ All vendors will remain open and ready for business from 10:00 a.m. to 5:00 p.m.
- _ Balloons are not to be sold or used as booth decorations.
- _ Music is not allowed in booths.
- _ No refunds will be issued
- _ No tobacco, drug, or alcohol products are allowed.

Check Out, Clean Up, and Exiting

- _ Each vendor MUST check out with an Afrifest Information Booth Volunteer
- _ Afrifest will assess a \$100.00 clean up fee to any vendor that fails to clean up space on departure.
- _ Each vendor is responsible for cleaning up booth area and placing trash in dumpsters.
- _ Vendor Vehicles will be allowed into Festival grounds for the purpose of loading up materials

PLEASE SIGN AND RETURN ONE COPY WITH APPLICATION.

I CERTIFY THAT I, _____, HAVE READ THE AFRIFEST VENDING INFORMATION SHEET AND HAVE (OR WILL) COMMUNICATE IT TO PERSON WORKING IN MY VENDING AREA. MOREOVER, I UNDERSTAND THAT MY VENDING OPERATION MAY BE SHUT DOWN BY AFRIFEST FOR VIOLATION OF ANY OF THE ABOVE PROVISIONS:

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