

HAMPTON HOLIDAY WONDER WALK
 Water Walk Trail at Hampton Coliseum
 Saturday, December 4 – Sunday, December 12, 2021
MERCHANDISE VENDOR APPLICATION

Please complete this application and submit
NO LATER THAN WEDNESDAY, NOVEMBER 17, 2021 to:
 City of Hampton, Department of Parks, Recreation & Leisure Services
 ATT: WONDER WALK, 22 Lincoln Street, Hampton, VA 23666;
 or by email to specialevents@hampton.gov; or, fax to (757) 727-8313.
 Questions? Call (757) 727-8311.

SERIES DATES AVAILABLE			
(Please Initial to the Left of All Dates Available; Preference Given to Vendors Available for All or Most Dates)			
	Saturday, December 4, 5-9pm; Fee \$40		Thursday, December 9, 5-9pm; Fee \$25
	Sunday, December 5, 5-9pm; Fee \$40		Friday, December 10, 5-9pm; Fee \$40
	Monday, December 6, 5-9pm; Fee \$25		Saturday, December 11, 5-9pm; Fee \$40
	Tuesday, December 7, 5-9pm; Fee \$25		Sunday, December 12, 5-9pm; Fee \$40
	Wednesday, December 8, 5-9pm; Fee \$25	Series Fee \$200 for All Nights in Series (\$100 Discount)	

BUSINESS AND CONTACT INFORMATION	
Business Name:	
Contact Person:	
Mailing Address:	
Phone(s):	
Email Address:	
Type of Business (Corporation, Proprietorship, etc.):	
Tax ID Number or SS#:	

BOOTH INFORMATION	
List of All Merchandise/Types and Price Ranges (i.e., Grapevine Wreaths with Pinecones, Hand-Painted Glass Ornaments, \$10-\$60, etc.; merchandise should relate to the holiday theme):	

Please List Any Special Accommodations Needed:	
Is electricity needed in order for you to display or operate your booth? Note: electrical service is not guaranteed and is not available in all areas; battery-operated lights are recommended	

AGREEMENT

This Agreement is made and entered into by and between the City of Hampton, Virginia, a municipal corporation of the Commonwealth of Virginia (the "City") and _____ (the "Vendor"). This term of this Agreement shall be from Saturday, December 4, 2021 to Sunday, December 12, 2021, and/or rain dates as determined by the City.

Vendor shall provide merchandise items for purchase at the designated Special Event as described in the application and the City agrees to allow the Vendor to operate a merchandise booth at the Special Event, in accordance with the terms and provisions of this Agreement. In consideration of these mutual promises and covenants, Vendor agrees to pay the City a Vendor Fee as designated on the application.

Vendor Selection and Placement

Special Event Staff will assign Vendor, if selected, to booth space at the Special Event Staff's sole discretion. Vendor may not request a specific booth site, and site plans may vary from prior years. Overall, the booth space will be approximately 10'x10'. **Vendor will be provided one, 10'x10' tent; one, 6' rectangular table; and one folding chair. Vendor must supply all additional equipment desired for its space.** Special Event Staff reserves the right to change booth space assignments if deemed necessary, and to limit the size/type of equipment Vendor is allowed. Vendor must be prepared with sufficient inventory to display for the duration of the Special Event and must preside over its booth at all times. Special Event Staff will not booth-sit for any reason. The City is not responsible for any loss, theft, or damage. The City does not guarantee the Vendor will make a certain number of sales or amount of profit through its participation in the Special Event.

Decisions of Special Event Staff are final. Criteria for selection is based on how the Vendor meets Special Event standards, including how well the merchandise relates to the theme of the Special Event, the quality of the merchandise, and on the Vendor's overall potential for making a positive addition to the Special Event.

Terms and Conditions

Vendor's execution of this Agreement is a commitment to show when accepted by Special Event Staff. Vendor shall not assign its rights and duties under this Agreement without prior, written approval from an authorized representative of the City.

Vendor must maintain its booth and surrounding area in a neat and professional manner with regard to **appearance**. Vendor is **required to mark** with bright colors any wires/ropes extending from the booth area. Vendor is required to have area accessible or to make appropriate **accommodations** for patrons with disabilities.

Failure of accepted Vendors to display the **type of items** described in the application will result in automatic dismissal from the Special Event without refund of the Vendor Fee. Special Event Staff reserves the right to review all displays throughout the Special Event to ensure all regulations are being followed, and to refuse any items considered **unsuitable or inappropriate**. The following are prohibited:

- Consumption or possession of alcohol or controlled substances during the event;
- Dirty or unkempt booth area or booth staff, including any health department violations;
- Language or behavior not appropriate for a family event;
- Weapons, or items which can be classified as weapons; and
- Pets within the event area (service animals only).

Fundraising, donation jars, 'hawking,' cash raffles, and other forms of soliciting monetary contributions from the public, whether on behalf of causes and charities directly or through third parties, are not permitted during Special Events without prior, written approval from the City.

There is no **rain site or rain date**. The Special Event will remain open unless the City determines the weather conditions to be severe. Vendors should come prepared with suitable materials to protect their merchandise. **No Vendor Fee refunds will be issued due to weather.** Vendors who fail to stay during all operational hours of the Special Event jeopardize all future consideration for Special Events with the City on behalf of the Vendor (please pass along this information to all members of your group).

Each Vendor is responsible for applicable **sales tax**. Virginia State Tax on Merchandise is 6.5% (Contact the Virginia Department of Taxation at 804.367.8037 for forms and information).

If so required by Title 13.1 or Title 50 of the Code of Virginia, Vendor shall be properly registered to transact business in the Commonwealth of Virginia as a domestic or foreign business entity and shall not allow its existence to lapse or its certificate of authority or registration to be revoked or cancelled at any time during the term of the Agreement. This provision is not applicable if Vendor is an individual.

Vendor shall **comply** with all federal, state, and local statutes, ordinances, and regulations related to its performance of this Agreement, including but not limited to those provisions related to applicable taxes and safety measures. Vendor represents that it possesses all necessary licenses/permits required to conduct its business and will acquire any additional licenses/permits necessary for performance of this Agreement prior to the initiation of services. Vendor does not, and shall not during the performance of the Agreement, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

Upon a material default by one party, the other party may, at any time before such default has been cured, terminate this Agreement by written notice to the breaching party. The City may immediately terminate this Agreement in the event of a violation of law, safety, or health standards and regulations.

The City may at any time, and for any reason, terminate this Agreement by providing written notice to the Vendor at the address specified by Vendor on the application. In case of emergency, such notice may be provided by email as specified by the Vendor on the application. The City has the right to cancel and/or terminate any event or performance, without notice, in situations that threaten the public health, safety, and welfare, which shall be determined at the sole discretion of the City. Such situations include, but are not limited to, hurricanes, tropical storms, and other severe weather events, unruly or violent crowds, crowds in excess of property capacity, and public health emergencies. The City shall not be liable for any costs or expenses incurred by Vendor as a result of any such cancellation or termination.

Any and all disputes related to breach, termination, or any dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton.

It is understood and agreed that the Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property by or resulting from or arising out of any act or omission on the part of the Vendor, its agents or employees under or in connections with this Agreement or the performance or failure to perform any work required by this Agreement. Vendor agrees to indemnify and **hold harmless** the City and its agents, volunteers, servants, employees and officials from and against any and all claims, losses or expenses, including reasonable attorney's fees and suits due to, arising out of, or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by the Vendor or those for whom Vendor is legally liable. Upon written demand by the City, Contractor shall assume and defend at Vendor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials. Vendor and Vendor's representatives agree to hold harmless the City of Hampton, its directors, agents, employees and volunteers from any and all liability from injury, property damage or loss, which may arise in connection with participation. Additionally, **Vendor understands that if the event is canceled due to inclement or hazardous weather, no refund of the Vendor Fee will be used after acceptance and no credit will be given toward future events.**

Vendor represents and warrants that Vendor is either the owner or possesses the appropriate licenses for any intellectual property Vendor plans to use to fulfill this Agreement, that Vendor's performance will not infringe on the rights of any third party, and agrees that it will save, defend, hold harmless, and indemnify the City and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys'

fees), charges, liability or exposure arising from any third party claim for breach of this section. This duty to save, defend, hold harmless and indemnify will survive the termination or cancellation of this Agreement.

This Agreement may only be modified in a writing executed by authorized representatives of the City and Vendor.

By signing below, Vendor agrees, on behalf of themselves as well as all those who represent Vendor (employees, booth volunteers, etc.), that the information provided in the application and this Agreement is true and correct, that Vendor understands the rules, terms and conditions contained in this Agreement, and that Vendor's failure to adhere to these rules and regulations may result in the termination of participation in this Special Event and future Special Events.

As evidence of agreement to the terms and conditions set forth herein, the parties affix their authorized signatures below:

Signature of Vendor

Signature, City of Hampton Representative

Printed Name

Printed Name

Date

Date