



**HAMPTON HOLLY DAYS MARKET & DOWNTOWN LIGHTING EVENT  
2023 MERCHANDISE VENDOR APPLICATION**

Please complete this application and submit with appropriate fees **NO LATER THAN FRIDAY, SEPTEMBER 22, 2023**, to City of Hampton, Department of Parks, Recreation & Leisure Services, ATT: BLACKBEARD FESTIVAL, 22 Lincoln Street, Hampton, VA 23669; or, by email to [specialevents@hampton.gov](mailto:specialevents@hampton.gov). Mastercard and VISA accepted in person only, at City Hall, 22 Lincoln Street/5<sup>th</sup> Floor, Hampton, VA 23669. Questions? Call (757) 727-8311.

HAMPTON HOLLY DAYS MARKET & DOWNTOWN LIGHTING EVENT FRIDAY, DECEMBER 8, 5pm-10pm & SATURDAY, DECEMBER 9, 12n-5pm (Vendors Must Participate Both Days)		
Description	Fee	Fee Paid:
All Spaces Include Electric; Vendor Fee Covers Both Days		
10'x10' Single Booth Space	\$75	
20'x10' Double Booth Space	\$150	

BUSINESS AND CONTACT INFORMATION	
Business Name:	
Contact Person:	
Mailing Address:	
Phone(s):	
Email Address:	
Type of Business (Corporation, LLC, Proprietorship):	
Tax ID Number or SS#:	
Please List Any Special Accommodations Needed:	

**BOOTH INFORMATION**

Will You Bring a 10'x10' Tent for Your Booth? Or Tables/Chairs Only?	
Is Electricity Required to Operate Your Booth? If so, list all Appliances and Needs:	
List of All Merchandise/Types and Price Ranges (i.e., Earrings, \$1-\$12, etc.):	

**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"). The term of this Agreement shall be for the Holly Days Market, from December 8, 2023 to December 9, 2023, and/or rain dates as determined by the City (the "Special Event").

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 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**  
Criteria for admission is based on how the applicant meets Special Event standards, including how well the merchandise relates to the theme of the Special Event, the type and quality of the merchandise, and on the Vendor's overall potential for making a positive addition to the Special Event. **Preferred Vendors will offer unique, one-of-a-kind, hand-made, theme-related merchandise, although other theme-related merchandise will be considered.** All applications are reviewed and compared following the application deadline, and decisions are made based on criteria above as well as the type, quantity, and quality of Vendors who apply. Available space and logistical concerns are also considered. **Decisions of the City's Special Event Staff are final.**

**Special Event Staff will assign Vendor, if selected, to booth spaces in the Special Event Staff's sole discretion. Vendor may not request a specific booth site, and site plans may vary from prior years.** Overall booth space will be approximately 10'x10', and Vendor must bring all tables, chairs, canopies, and other equipment needed for its space. **Special Event Staff reserves the right to change space assignments if deemed necessary, and to limit the size/type of equipment allowed.** Vendor must be prepared with sufficient inventory to display for the

duration of the Special Event and must preside over its booth. Special Event Staff will not booth-sit for any reason, and cannot assist with booth set-up; Vendors are strongly urged to bring additional help as needed for assistance. The City of Hampton 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.

### **Terms and Conditions**

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

Vendor must maintain 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 area. Vendors providing their own tents must provide the **required fire extinguisher**, minimum of a 2A 10-B.C. portable unit. **All tents shall be anchored to withstand the elements of weather and collapse**. Combustible materials shall not be located in any tent. 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 Event without refund of the Vendor Fee. Special Event Staff reserves the right to review all displays throughout the 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 or employees, including any health department violations;
- Language or behavior not appropriate for a family event;
- Weapons, or items which can be classified as weapons;
- Pets within the Event area (service animals only); and,
- Other violation of the Rules and Regulations provided.

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 the Special Event without prior, written consent from the City.

There is no **rain site or rain date**. The Special Event will remain open unless the City determines the 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 are expected to remain operational, with booths manned and intact, during all Special Event hours**; early booth break-down (and/or break-down prior to announcements in the instance of inclement weather or other early shut-down) is not permitted and will jeopardize future participation in all City Special Events.

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, or the City of Hampton's Commissioner of Revenue's Office at 757.727.6183.

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.

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, if Vendor does not adhere to the terms and conditions of this Agreement and 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 Vendor Fee refund will be issued after acceptance and no credit will be given toward future events.

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 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 Event and future events.

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

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Signature of Vendor

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Signature, City of Hampton Representative

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Printed Name

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Printed Name

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Date

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Date

