

KENT DOWNTOWN CAJUN FEST

Saturday, August 17, 2024

TERMS AND CONDITIONS

SET-UP

- Vendor booths must be operational from 2:00 pm – 7:00 pm
- Vendors will have drive-in access between 10:00 am – 1:00 pm for set up.
- Vendors who do not arrive to set up by 1:00 pm forfeit their space.
- Vehicles must be removed by 1:00 pm from event space, strictly enforced. Vehicles arriving after 1:00 pm will not be allowed on site.
- You will receive load-in, load-out information closer to the event.

Please drive in, unload, and immediately park your vehicle off-site (see “Parking” below) and return to set up your booth.

- *Failure to do so will result in backups and will prevent smooth mobilization. Please share festival space!*

TEAR DOWN

- Vendors may begin tear down at 7:00 pm *but will NOT have drive-out access until pedestrians are cleared or otherwise deemed safe.*
- DO NOT tear down early!
 - Tear down before 7:00 pm will result in your organization being immediately suspended from future events.
- Your booth/food truck area must be fully clear of debris and supplies by 8:00 pm. August 19. *You may not, under any circumstances, leave any items/vehicles overnight.*

SECURITY: Reasonable security will be provided during the hours of 2:00 – 7:00 pm but is not guaranteed. *The KDP or City of Kent is not responsible for any loss of property.*

PROPERTY:

- Vendors are responsible for securing tents or items that may fly away.
 - *Refunds won't be given because of wind.*
- Pack in and pack out ALL materials, including trash from your booth area.
- Food vendors must pack out all gray water and other remaining garbage.
- Vendors who illegally dump gray water, food scraps, garbage, etc. down storm drains or anywhere else may be fined up to \$500 and will not be allowed to participate in future events.

BOOTH LOGISTICS & INSURANCE

- Vendors are required to provide a copy of liability insurance 30 days prior to the event.
- The KDP reserves the right to disqualify any vendor whose merchandise is inappropriate for the event or if the content, form and/or quality of the merchandise or message is not consistent with the information provided in the application.
- PROHIBITED ITEMS include but are not limited to:

- silly string, crazy foam, items of a sexual or violent nature, items that make a mess or damage property, and any illegal items or substances.
- No vendor is guaranteed exclusive rights to sell certain products. All efforts are made to jury/monitor the products to maintain a good balance between supply and demand. *It is vital that vendors accurately represent their business/items in the application.*
- Booths open until festival close (11 pm) will be placed closer to the center to avoid gaps in space.
- Approved vendors receive booth space only and must provide their own tent/furniture and displays.
- Vendors may not market wares outside of the boundaries of your booth.
- Vendors will receive a numbered booth location map prior to the event.

LOCAL ARTIST/MAKER:

We support local! To qualify as a local artisan/maker, products offered for sale must:

- Be 60% or more hand crafted, i.e., the majority of your products require personal handling and/or manipulation or specialized manufacturing.
- Artisans/makers *are encouraged* to incorporate materials grown or produced locally or in WA State as much as possible.

ELECTRICITY

- Electricity is not available. Vendors must provide their own powers source if needed.
- If you are a food vendor using a generator, we ask that you provide a quiet generator, in good condition, with a maximum of 55 dB9(A)
 - Noisy generators giving off an extensive amount of noise and exhaust will be placed further away, as impacts the event and neighboring vendors’ experience.

VENDOR RELEASE OF LIABILITY & INDEMNITY AGREEMENT

Participation in this event is at your own risk. By signing this document, you and your organization agree to comply with any applicable fire codes, laws, ordinances, and regulations pertinent to health, fire prevention and public safety.

Agreement to Indemnify: You shall indemnify the KDP and City of Kent, its employees, agents, officers, officials, and contractors and the Cajun Fest planning committee from and against any and all claims, demands, causes of action, suits, or judgments including but not limited to, any claims of insurance carriers, for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with participation the event by you, your agents, servants, employees, or invitees. In the event of any claims made or suits filed against the city, the Kent Downtown Partnership or the Cajun Fest planning committee may, at their option, require you to resist or defend such action or proceeding at your own cost and expense by counsel reasonably satisfactory to the City and the Cajun Fest planning committee.

Minimum Scope of Insurance: You shall maintain insurance of the types described below at no cost to the KDP and City:

Commercial General Liability insurance covering liability arising from premises, operations, independent contractors, and personal injury and advertising injury. Coverage shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage. The City shall be named by endorsement, or blanket language, as an additional insured under you Commercial General Liability insurance policy.

- Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 per annual aggregate.

Minimum Amounts of Insurance: You shall maintain at least the following insurance limits:

Commercial General Liability insurance shall be written with limits of no less than \$1,000,000 for each occurrence, \$2,000,000 per project aggregate and a \$1,000,000 products-completed operations aggregate limit.

Other Insurance Provisions: If any coverage is written on a “claims made” basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the KDP and City.

There are no guarantees that an application will be accepted. Vendor selection is at the sole discretion of the KDP and City of Kent. Refunds will not be given for any reason. The KDP and City of Kent reserve the right to remove any vendor from the event, without refund, for misrepresentation of products, inappropriate conduct, or failure to comply with the vendor guidelines and regulations set forth by the KDP and City of Kent.

Booth location assignments are at the sole discretion of the KDP and City of Kent. Vendor spaces will be marked, and vendors are required to stay within their designated assigned space. All vendors are responsible for cleaning their booth area after the event. Consumption and/or possession of alcoholic beverages by vendors and/or workers are prohibited. This is a rain or shine event and no refunds will be given for poor weather conditions. Rules will be strictly enforced. Violation of any of these rules or failure to adhere to instructions from the KDP and City of Kent may result in expulsion from the festival.

By signing this agreement:

I grant full permission to the event organizers, promoters and sponsors or any agent authorized by them to use any photographs, videos, recordings, or any other record of this event for any promotional or legitimate purpose.

I acknowledge that I have read, understand, and agree to vendor release of liability and indemnity agreement, all vendor rules, regulations and specifics that are included in this document.