KENT NERD PARTY 2027 OUTDOOR VENDOR TERMS & CONDITIONS

Event date: June 5th, 2027
Operational hours: 12pm-7pm
Load-in: 9:30am-11am

SET UP:

- Booths must be operational from 12pm – 7pm.
- Drive-in access will be available between **9:30am-11am** for set up. **Vehicles arriving after 11am will not be allowed on site** and must unload from outside the festival space.
- Vendors who do not arrive to set up by 11am **forfeit their space**.
- Vehicles must be removed by 11am from event space, strictly enforced.
- **Vendors must drive in, unload, and immediately park vehicles off-site** and return to set up.

TEAR DOWN:

- Vendors must cease sales at 7pm.
- Tear down may begin at 7pm but drive-out access will **not** be available until pedestrians are cleared or otherwise deemed safe.
- **Do not** tear down early. Tearing down before 7pm will result in vendors being immediately suspended from future events.
- Booth areas must be fully clear of debris and supplies by **8pm**. No items/vehicles may be left overnight. Vendor spaces must be left in their original condition; vendors are financially responsible for any damage caused to the space or cleaning required.
- Vendors must pack out **all** materials, **including trash**, from the booth area.
- 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 SPACE & PROPERTY:

- An **empty 10' by 10' space** will be provided. Vendors are required to bring all necessary equipment and supplies (canopy, canopy weights, table, chairs, etc.).
- Vendors are responsible for securing tents or items that may fly away. Refunds will not be given because of wind. **Tent weights are required; canopies must be secured with a minimum of 15lbs per leg**.
- **Electricity is not available**. Vendors must provide their own powers source if needed. **Generators are not permitted.** Cord covers are required for power cables in areas with foot traffic.
- Vendors may **not** market wares outside of the 10' by 10' booth boundaries.
- The Kent Downtown Partnership and City of Kent are not responsible for any loss of property in the case of damage or theft.

CONDUCT

- The Kent Downtown Partnership asks that all vendors treat others involved in the festival with respect and reserves the right to terminate the relationship with a vendor due to inappropriate conduct.

VENDOR SELECTION & PROHIBITED ITEMS

- No vendor is guaranteed exclusive rights to sell certain products. All efforts are made to jury vendors to maintain a good balance of different merchandise. It is vital that vendors accurately represent the business/merchandise in their application.
- Early application does not guarantee acceptance. Vendor spots are assigned based on multiple factors, including:
    - Balance of vendor types
    - Fit with the festival theme
    - Quality of merchandise
    - Preference for local artists & makers
    - Judgement of event staff
- The Kent Downtown Partnership reserves the right to reject any vendor.
- The Kent Downtown Partnership reserves the right prior to and day-of event to terminate the relationship with vendors 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.
- The Kent Nerd Party prohibits the sale of artwork, merchandise, prints, or other products created with generative AI
- The Kent Nerd Party strongly discourages the use of AI generated advertisements, banners, booth displays, and other promotional materials
- 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.
- This is a family-friendly event. Art containing strong adult themes or explicit nudity should be kept aside where only adults can view it. Age should be verified by checking ID.

REPORTING

Vendors are required to complete a vendor experience survey within two weeks of the conclusion of the festival, by June 19th at 11:59pm. This survey will provide an opportunity to give feedback and will include **required reporting of revenue from the event**. This information is gathered to demonstrate the economic impact of the event and will be anonymized before any public use. Failure to complete this survey may result in exclusion from future events.

INSURANCE

Vendors are **required to provide a certificate of liability insurance** with the Kent Downtown Partnership (202 W Gowe St, Suite A, Kent, WA 98032) listed as an additionally insured party **or a signed waiver (waiver will be provided upon request) at least 30 days prior to the event**.

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 event 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 event 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 event 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.

Representative name (print): _____

Representative signature: _____ Date: _____

Company: _____