**VENDOR REGISTRATION FORM**

**PO Box 92, Sheldon, South Carolina, 29941**

www.oyotunji.org  info@ oyotunji.org

Festival / Event Name:

Business Name:

Contact Name:

Mailing Address:

City/State/ZIP: Telephone:

Email: Web Site:

**PLEASE RESERVE**

\_\_\_\_ 1 exhibit booth @ $50 per day. **You must provide your own tent, tables, chairs, etc…**

\_\_\_\_ 1 Food vendor booth @ $100 per day. **You must provide your own tent, tables, chairs, etc…**

\_\_\_\_ Additional (adjoining) booth spaces @ $35 per day $\_\_\_\_\_\_\_

\_\_\_\_ Electricity @$10 per booth per day/2 outlet limit (120v only) $\_\_\_\_\_\_\_

 **Booth space with electricity is limited and available on a first come - first served basis.**

 **Vendors must provide their own heavy-duty extension cords (100 ft. minimum).**

$ 20.00 Security Deposit (Refundable providing all Terms and Conditions are met.)

**All vendor location requests will be considered on a first come - first serve basis and honored whenever possible.**

**TOTAL: $\_\_\_\_\_\_\_**

ARTIST/CRAFTER PRODUCT:

RETAIL/SERVICES PRODUCT:

FOOD TYPE:

* Artists and crafters must include a minimum of five (5) sample pictures of their work to be displayed or sold.
* Service vendors must identify the services being offered.
* Food vendors must provide proof of insurance, including additional insureds, and include a sample list of the products to be sold.

**All Vendors are prohibited from selling or distributing water or alcoholic beverages of any kind.**

Return your Vendor Registration Form, Release Form, and payment to

**Make the Money Order Payable to:**

**Oyotunji African Village**

**P.O. Box 92**

**Sheldon, SC. 29941**

A confirmation email will be sent after registration is complete.

I have read the Vendor Terms and Conditions and will adhere to the requirements.

Signature Date

**VENDOR TERMS AND CONDITIONS**

The Oyotunji African Village Festival (OAV) Committee agrees to permit Vendor to rent a booth during the aforementioned Festival/Event. In consideration of the foregoing and of the promises and mutual covenants herein, the parties agree as follows:

**1.** **HOURS OF OPERATION.** Vendor booths must be fully staffed, and must remain fully staffed, and prepared to serve attendees on Saturday, from 9:00 a.m. to 9:00 p.m.\*, and Sunday, from

9:00a.m. to 6:00 p.m.\*, regardless of weather conditions.

\* Vendor hours may change – the final determination will be made 2 weeks before the festival.

**2.** **SET-UP.** Set-up will begin at 7:00 a.m. on Saturday, , and must be complete no later than 11:00 a.m.

No cars will be allowed on-site after 10:30 a.m. on Saturday. Site access by vehicle on Saturday

morning will be limited to 20 minutes only and strictly monitored. We will be available Saturday morning at

7:00am for questions and concerns.

**3. WEATHER.** If there is a rainout on Saturday, (OAV) may make the determination to refund security deposits as long as the vendor returns on Sunday, even if the vendor chooses to close early on Saturday.

**4.** **SALES & AUDIENCE SIZE.** The (OAV) does not guarantee sales or audience size.

**5.** **ADVERTISING.** The (OAV) will advertise to the best of its ability within the restraints of our governing entities. The (OAV) always looks for new ways to advertise and grow the festival.

**6.** **BOOTH SIZE.** Booth size will be 10 feet wide by 10 feet deep for Vendors. Vendor understands that the

(OAV), in its sole discretion, will assign space. Vendors must provide all supplies necessary to operate,

including a properly weighted tent or canopy if desired. THE USE OF STAKES IS STRICTLY PROHIBITED.

**7.** **SPACE RENTAL FEE.** Vendor agrees to rent a booth space as indicated below. ALL FEES ARE DUE AND PAYABLE WITH THE SUBMISSION OF THIS AGREEMENT. No subletting of booth space shall be permitted.

**8.** **ELECTRICAL SERVICES.** The (OAV) will not be providing electricity as part of the booth rental fee.

Should a Vendor require electrical power for their booth, the (OAV) can provide limited electrical access for an additional fee. There will be no electricity, generators, trailers, vans or other such mechanical devices allowed unless approved by the (OAV). Please keep these restrictions in mind when planning your operations. **Electrical Fee: $10 per day.**

**9.** **SECURITY DEPOSIT.** All Vendors will be required to provide a security deposit in addition to the booth rental. This deposit shall be refunded to Vendor following the Festival, barring any failure to comply with the Terms and Conditions herein. Deposits will be refunded at the end of the festival.

**Security Deposit: $20**

**10.** **LOAD-OUT.** All materials must be removed from the grounds by 8:00 p.m. on Sunday.

Equipment load-out begins at 6:00 p.m. Sunday; Equipment load-out ends at 8:00 p.m. NO EARLY STRIKE WILL BE PERMITTED. EARLY STRIKE WILL RESULT IN LOSS OF SECURITY DEPOSIT.

**11.** **INSURANCE.** All Vendors must have and maintain the appropriate applicable liability insurance coverage as required under South Carolina law for the sale of goods or services.

**12.** **SALES TAX.** All sales taxes are the responsibility of the Vendor. Oyotunji African Village assumes no liability for the collection of improper sales tax.

**13.** **BEVERAGE SALES.** No water or alcoholic beverages of any kind may be sold or distributed during the Festival except by the OAV designated vendor.

**14.** **FOOD VENDORS.** There is a non-compete clause for food vendors, no two vendors may sell the same product.

**15.** **PUBLICITY.** Upon receipt of payment and Registration approval, Vendor agrees to allow use of names, likenesses, and other materials as may be deemed appropriate for advertising, publicity, or marketing promotion of the (OAV) and the Festival without compensation. Vendor may be asked to link to our website to help us promote the festival.

**16.** **GRASS.** DO NOT DRIVE ON THE GRASS*.* Vendor accepts liability for any damage to the grounds or other Village

**17.** **SIGNAGE.** Vendor may only display its own business signs and banners within the assigned booth space.

**18.** **TRASH.** Spaces must be free of trash, litter and other refuse at all times.

**19.** **CONDUCT.** Vendors must be suitably attired at all times. Behavior unsuitable for the (OAV) or which constitutes a public nuisance will not be permitted. Vendors will not engage in loud, live or recorded music. The (OAV) in its sole discretion shall determine whether an act is unsuitable.

**20.** **CONTENT.** Nothing can be sold, distributed or displayed that can be construed as unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane, or any other material that could give rise to any civil or criminal liability under the law.

**21.** **STORAGE.** There will be no storage allowed outside the booth space for any supplies, equipment or inventory

**22.** **CHANGE.** The (OAV) is not responsible for providing change to Vendors.

**23.** **SITE INSPECTION.** Vendor is responsible for leaving their designated space as found. Failure to do so will result in, at the sole discretion of the (OAV), loss of security deposit and/or charges to repair or correct the situation. Vendor is responsible for returning the vending site to its original physical condition by 8:00 p.m. on Sunday.

**24.** **GOVERNING LAWS.** This Agreement shall be governed by the laws and the health, sanitation and fire regulations of the State of South Carolina.

**25.** **SECURITY.** Vendors are responsible for the security of their own property and equipment at all times. No security personnel will be assigned specifically to Vendors. The (OAV) shall not be held responsible for loss, theft or damage to any property left on the grounds at any time.

**26.** **VIOLATIONS.** Vendor acknowledges that a breach of any of the terms of this Agreement may result in the termination of this Agreement and the preclusion of the Vendor’s participation with the (OAV). In the event this Agreement is terminated as a result of any breach by Vendor, Vendor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

**27.** **LIABILITY.** Vendor shall indemnify and hold the (OAV), the (OAV) staff, contractors and volunteers

harmless from any claim or cause of action arising out of or in connection with the acts or omissions of Vendor under this Agreement, and shall reimburse the (OAV) for any costs, including but not limited to, reasonable attorney’s fees incurred in defense against any such claim.

**28.** **AGREEMENT MODIFICATIONS.** No prior or present Agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement. No modification or change in the Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound hereto.

**29.** **CANCELLATION.** Vendor understands in the event the Vendor cancels after one (1) week prior to the festival/event, the entire booth fee will be forfeited.

**30.** **REQUIRED DOCUMENTATION.** Vendor agrees that, in the event this Agreement is terminated as a result of Vendor’s failure to provide any required documentation, Vendor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

**31.** **RESOLUTION OF DISPUTES.** In the event of a dispute arising in any manner as a result of, or in any way related to, this Agreement, the parties hereto agree to submit the same to mediation and/or arbitration as a prerequisite to legal action. In the event arbitration or legal action is commenced, the prevailing party shall be awarded reasonable attorney’s fees and costs incurred a result of said dispute.

**32.** **BOOTH ACCESS.** The (OAV) and its agents or assigns shall have access to the aforesaid described space and premises at all times. Booth space cannot be assigned or leased by any organization other than the (OAV) management.

**33.** **DISPLAYS.** The (OAV) reserves the right to locate any exhibit or display where it is in the best interest of the (OAV). The (OAV) reserves the right to cancel any exhibit or display that is not in the best interest of the (OAV).

**34.** **VENDOR SELECTION.** Vendor selection is at the sole discretion of the (OAV). Please note that all

applications will be reviewed and a selection process will make the final determination of food vendors that will participate.

**RELEASE FORM**

**Liability Waiver:** I consent to participating in any Programs, Festivals, Events or activities conducted by The African Theological Archministry and Oyotunji African Village, either on or off Oyotunji African Village property. I acknowledge that participation in some activities has inherent risks. I verify that I have full knowledge of the risks involved in this event; and I hereby assume all risks, known or unknown, foreseeable or unforeseeable, patent or latent, that exist or may exist in connection with this event. In consideration of my participation, on behalf of myself and my heirs, my spouse, legal representatives, devises, legatees, executors and administrators, successors and assignees, I hereby waive, release and forever discharge any and all rights and claims for damages, including attorney’s fees, costs, and injuries which may be sustained by me on account of my participation which I have or may have, or which may hereafter accrue to me against the Oyotunji African Village, all counties, special districts and properties through or upon which the Festivals/Events will be held, or against its, or their, respective officers, employees, agents, representatives, successors, directors, members, promoters, sponsors, advertisers, owners and any other parties who may have liability to the Releasor(s) and/or assigns for any and all injuries or damages which may be sustained or suffered by me or by other persons in connection with my association with or participation in and/or arising out of my traveling to or from the event. I assume that risk on behalf of myself and will indemnify and hold harmless HRM Oba Adejuyigbe Adefunmi II, Oyotunji African Village, and any of its elected or appointed officials, volunteers, employees, agents, and/or sponsors, from any and all liability, claims,. I certify that I am in good health and able to participate in all activities.

**Permission for Publicity Release:** I hereby give permission for the use of my name, likeness, image, picture, or other representation in any broadcast, telecast, print media account, or marketing materials released by HRM Oba Adejuyigbe Adefunmi II and/or Oyotunji African Village to document festivals and events.

**Consent and Release Statement:** I have read this release and understand all of its terms. This release form is completed and signed on my own personal free will and with full knowledge of its significance.

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Return to:

**Oyotunji African Village**

**P. O. Box 92**

**Sheldon, SC. 29941**