

THE ROCK CARNIVAL NON-FOOD VENDOR APPLICATION

WHERE: FirstEnergy Park

> 2 Stadium Way Lakewood, NJ

WHEN: Friday, 9/30, 5:00 pm - 10:00 pm, Saturday 10/1

12:00pm - 11:00 pm and Sunday 10/2 12:00 pm -

10:00pm

SET-UP: Day Before - Thursday, September 29 from 9:00 am - 6:00 pm

Day of Festival - Friday, September 30 from 8:00 am - 11:00 am

All additional vehicles **MUST** be moved out of festival grounds by 3:00pm on the day of the

festival. Necessary inspections will begin no less than 1-hour prior to opening. All trucks **MUST** have a fire extinguisher on site serviced in the past year.

DEADLINE: All applications must be submitted by August 15, 2016.

Please mail, or email the following pages and the following required documents...

Copy of your food service license, your vehicle insurance information, certificate of insurance.

Please email a photo of your set-up to vendors@therockcarnival.com

UTILITIES: Trucks/tents must be self-sufficient. An ample amount of trash receptacles will be present including

recycling for cardboard and a dumpster. All electric must be provided by you.

All items being sold or displayed MUST be contained in the booth space purchased. No items, SALES:

solicitation, or set-up shall take place outside the purchased booth space. Prices of food items must

be clearly displayed along with methods of payment accepted.

WEATHER: The festival will not be cancelled because of rain. This is an outdoor event; be prepared for any

type of weather. Tents, canopies and pop-ups must be secured to withstand the weather.

CERTIFICATE

OF INSURANCE:

A current Certificate of Insurance is required for all vendors naming Rock'n Carnival LLC as an additional insured. Certificate of Insurance is required before set-up. You will also be required to

provide your vehicles insurance information. If accepted, a template for insurance will be

provided to you.

REQUIREMENTS: The exhibitor will be responsible to be open during the entire festival. You cannot vacate early.

> Your booth must be neat, attractive and well-maintained. Keep all packaging materials out of site. Signage with visible and clear pricing is required. You are responsible for setting up, maintaining,

and removing your own booth, your merchandise and your trash.

CONTACT US: Vendor Coordinator: David Smith

Phone: 732-578-8494

Email: vendors@therockcarnival.com

Mailing Address: 812 Rt. 9 S,

Freehold, NJ 07728

GENERAL INFORMATION - Procedures, Conditions & Rates

This document contains pertinent rules and regulations that govern the operations of the THE ROCK CARNIVAL hosted by Rock'n Carnival LLC (RC)

We are extending invitations to vendors who submit fully executed applications with required enclosures and payments (see application page) by the **August 15. 2016** deadline. Priorities for space will be reviewed based on past participation, date of receipt of fully executed application and type of product/ item.

Rock Carnival LLC strives to maintain a balance and diversity in vendor offerings, and quality offerings. All applications and products are reviewed so that we may maintain this balance. Our goal is to keep standards high and promote a safe, successful and fun festival. The policies and regulations set forth in this document are designed to maintain order and to regulate activities on the Festival site. Regulations will be enforced.

PROCEDURES

The following application and agreement must be fully completed, signed and returned with the following enclosures in order to be considered for participation:

- 1. A photograph of the concession set-up and detailed description of products/ items to be sold is required for vendors. Photos may be used for online advertising of your truck.
- 2. Detailed list of all proposed products/items sold identifying offerings and projected pricing for those offerings.
- 3. **Vendor** fee (see below) with a completed and signed application by August 15, 2016. If you are not accepted for the Festival, your check will be returned to you by September 1st, 2016.

In the event that you're accepted, and NOT before, a Certificate of Insurance naming **Rock'n Carnival LLC** as an additional insured to be provided by you no less than 2 weeks prior to the event. (A template will be provided to you, PLEASE DO NOT execute a COI until you've been notified of acceptance.)

CONDITIONS

- 1. All locations will be assigned by RC staff. While written location requests will be considered, placement will be at the sole discretion of RC staff. Use of any property is strictly limited to assigned location.
- 2. Exhibitor/ Concessionaire parking is provided in designated areas only. With the exception of specified setup/ load-in and break-down/load-out times, vehicles will not be permitted at event site. Vehicles will be removed immediately when asked to be by RC staff.
- 3. A photograph of the concession set-up and detailed description of products/ items to be sold is required with the application before the application can be approved. All items food vendor/concessionaire wishes to sell are subject to approval by RC staff. Any product not specified in the application will not be allowed at the Carnival, unless permission is sought and given, in writing. Items will be removed from the concession stand when asked by RC staff during the festival if they were not approved. Failure to abide will result in you being removed from the Carnival.

4. If accepted, Concessionaire must provide a certificate of insurance to RC by September 15, 2016.

INSURANCE VERIFICATION - Each exhibitor must provide Rock'n Carnival LLC with a certificate for Comprehensive General Liability and Automobile Insurance, \$1,000,000 minimum plus Workers Compensation as provided by the statutory limits of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease for each employee.

There are a few companies that must be listed as additional insured under general liability in relation to show participation, on the certificate under "Description of Operations / Locations / Vehicles/ Exclusions added by Endorsement / Special Provision". PLEASE SEE SEPARATE TEMPLATE FOR COI.

There are two exceptions to the Workers Compensation requirement (1) Canadian exhibitors and (2) any vendor that is self-employed with zero employees; this exhibitor must submit a date/signed letter stating "I am self-employed with zero employees and therefore exempt for carrying Workers Compensation. Exhibitors who retain subcontractors must have those subcontractors submit certificates as outlined for exhibitors. The exhibitor must provide that subcontractor's certificate when providing its own certificate. Certificates are required with deposit.

All payments and forms must be sent to RC no later than the deadline date August 15 2016. If there is a problem with your insurance please contact us at 732-578-8494.

- 5. All signs and displays must be of a professionally produced nature. Prices of items must be displayed.
- 6. Concessionaires are required to keep a neat, presentable booth at all times. Tables should be covered. Empty boxes and trash will not be permitted around the booth. This looks unprofessional and sloppy.
- 7. All vendor personnel should conduct themselves within the Carnival grounds in accordance with the first class standards of their respective industry or profession, shall dress appropriately, be neat and clean in appearance, refrain from using profanity or other objectionable conduct, and all interactions with the Carnival guests shall be courteous and professional.
- 8. Misconduct of any kind will not be tolerated, including, but not limited to, theft, vandalism, sales or attempted sales of narcotics, or the presence of any vendor personnel on Carnival grounds while under the influence of alcohol or of any intoxicant, narcotic, or any other sensory-impairing substance any of which will be grounds for immediate ejection and/or arrest by Carnival security. Rock Carnival LLC reserves the right in its sole discretion to refer any person to law enforcement for any reason.
- 9. No person shall engage in the sale or attempted sale, of any counterfeit merchandise, or of any products for which Rock'n Carnival LLC has not given the vendor permission to sell at the Carnival
- 10. It is the sole responsibility of each exhibitor/ concessionaire to obtain the applicable and appropriate state and local licenses and permits as well as payment of taxes pertaining to their operation. Please note: Food vendors should expect inspection of food operations by the Ocean County, NJ Health Department. We can provide this to you, just ask!
- 11. Entering the carnival grounds indicates ones acceptance of, and agreement to observe and not otherwise violate Rock'n Carnival LLC rules and regulations, those who are admitted into the Carnival grounds are deemed licensees whose permission to remain on the property may be revoked by Rock'n Carnival LLC at any time, with or without cause. Rock'n Carnival LLC reserves the right to issue verbal warnings to anyone prior to ejection.

- 12. You are to provide your own generator power and/or refrigeration. Vendor agrees to hold Rock'n Carnival LLC, and any officers and/or owners of the aforementioned company harmless for any damage to equipment caused by any malfunction.
- 13. RC will provide day and evening security, but concessionaire agrees to hold above- listed organizations harmless for any injury, theft or other loss that may occur to property or person during the load-in/set-up, event, and break-down/load-out of the Festival.
- 14. **Sale of beverages will be reserved exclusively for RC with no exceptions**. Sorry, the ballpark itself has a contract with a beverage company. RC also reserves the right to restrict which items will be sold, to include exclusive agreements with national product lines and those who have entered an agreement with RC to be the "official" vendor, such as: soda, beer, water, wine and Festival T-shirt.
- 15. Concessionaires are not to begin striking their display until Sunday October 2, at 10:30 p.m. Exhibits must remain open until event closing, even if exhibitor is sold out. Leaving early makes the festival look in disarray; and concessionaires who leave early will not be invited to participate the following year.
- 16. Security will be provided (as a courtesy) for the vendor booths from 6pm Thursday, September 29 through Sunday, October 2, at 11pm. Rock Carnival LLC will not be held liable or be responsible for loss, theft or damage.



THE ROCK CARNIVAL VENDOR APPLICATION

Please complete and return this form along with your payment, Affirmation & Liability Release Form and Certificate of Insurance.

Business Name:					
Contact Name:	Phone:				
Street or PO Box:					
City:	State: Zip:				
E-mail Address (required):					
Do you have (please circle): Facebook Twitter Instagram	Other:				
If Yes, do you use a hashtag to promote your product orbusiness?	P:				
DETAILS:					
Type of Goods to be sold:					
Do you accept credit cards at your booth?	Which Cards:				
Has your business won any awards, been featured on tv/ radio, etc.?					
Will you have any additional vehicles with you? How many?					
Your truck will be required to have an on-site fire extinguisher that has been serviced in the past year.					

The deadline is August 15, 2016. Vendor hereby requests permission to display and sell the products and/or services <u>listed above.</u> Further, Rock Carnival LLC (RC), reserves the right to approve any product/itema vendor may wish to sell or dispense as well as limit the number of concessions selling the same product/item. DO NOT bring items to the Carnival unless previously approved.

PROPOSED MERCHANDISE OFFERINGS

1. List the items you want to sell at the festival. Please try to be as specific as possible and list projected selling prices. Any changes in merchandise offerings must be submitted in advance, in writing, and approved by the committee.

2. TEN ITEM LIMIT

Please try to stay within this suggested limit. If the Festival committee feels your projected selling prices are too high, we will tell you so.

3. Reminder: NO beverages allowed to be sold. The sale of alcoholic beverages is strictly prohibited.

MERCHANDISE ITEM	PRICE
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Please, if you have any merchandise related questions, call David Smith at 732-578-8494



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\$800.00 _____

\$680.00 _____

*** PLEASE NOTE: If you are applying for both festivals, you can get a 15% discount.

If also vending at Adventure in the Park, please pay only

10x10' Vendor Space for Rock Carnival

				Amo	unt Enclosed	
PAY BY CHE	СК					
Please make	all checks p	payable to Rock ′	n Carnival LLC			
Mail to:	Rock'n Ca 812 Route Freehold, Attn: Roc	NJ 07728				
PAY BY CRE	DIT CARD:	Please note, ye	our credit card statem	ent will read G	ameChangerW	/orld
		•	ur credit card will be cha 2016 ROCK CARNIVA	_		• •
Business Nam	ne:					
Please Circle:	Visa	†MasterCard	†American Express	† Discover		
Name on Cred	dit Card:					
Card #:					Exp:	
Security Number	ber:					
Billing Addres	s of Credit	Card:				
Phone Number	er:					
Authorized Sig	gnature:					

If you are not accepted for the Carnival your payment will be returned by September 1, 2016.



THE ROCK CARNIVAL AFFIRMATION & LIABILITY RELEASE

I,	2016 ROCK CARNIVAL, I am exposing ith the public and invitees of this event. onsible for their actions or injury. I his event for any harm, injury or damage
I understand and agree that The Rock Carnival LLC. located in Ocean County in and/or directors and officers may not be held liable in any way for any occurrence the 2016 ROCK CARNIVAL that may result in injury, death, or other damages to in consideration of being allowed to participate in this event, I hereby personally a event for any harm, injury, or damage that may befall me, including all risks connecting the control of the control	in connection with my participation in me or my family, heirs, or assigns, and assume all risks in connection with said acted therewith, whether foreseen or
I further state that I am of lawful age and legally competent to sign this affirmation written consent of my parents or guardians; that I understand the terms herein are that I have signed this document of my own free will.	•
It is my intention by this instrument affirmed by my signature below to exempt and members, directors and officers from all liability whatsoever for personal injury, er compensation, property damage or wrongful death arising out of or in the course of	mployer's liability and workers'
I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AFFIRMAT BEFORE I SIGN IT.	ION AND RELEASE BY READINGIT
Company Name	
Signature of Participant	
Print Name	_