



THE SILVER ROOM
HYDE PARK CHICAGO

13TH ANNUAL
SOUND SYSTEM BLOCK PARTY
“FREEDOM LOVE JOY PEACE”

Saturday, July 16th 2016
12:00pm - 10:00pm
Set-up 9:00am - 11:00am

ART/GOODS VENDOR APPLICATION

Business Name: _____
Contact Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Work Number: _____
Cell Number: _____
Email Address: _____
Website: _____
FEIN or SS#: _____
ILBT#: _____
Chicago Business License # _____

**Tax ID or SS#, and ILBT# is required for sales tax purpose*

Please check appropriate box:

- 10'x10' STANDARD BOOTH SPACE Fee = \$250.00
- 10' x 20' DOUBLE BOOTH SPACE Fee = \$500.00
- ELECTRICAL Fee = \$50.00

MERCHANDISE SOLD

Please list a detailed description of what you intend to sell at the event.

1) _____	Price:\$ _____
2) _____	Price:\$ _____
3) _____	Price:\$ _____
4) _____	Price:\$ _____
5) _____	Price:\$ _____
6) _____	Price:\$ _____
7) _____	Price:\$ _____
8) _____	Price:\$ _____
9) _____	Price:\$ _____
10) _____	Price:\$ _____

PAYMENT METHOD

Please specify payment type by checking the appropriate box below:

Check Credit Card Cash

Credit Cards Accepted by The Silver Room: Visa, MasterCard, AMEX & Discover

Account #: _____ Exp. Date: _____

Name as it Appears on Card _____

Mailing Address of Account: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

The signature above acknowledges the attached terms and conditions and provides The Silver Room with the ability to process payment and charge all appropriate fees, as outlined above. Confirmations will be issued and payment will be processed within 5 days after the application submission.

In addition to this signed and completed application, you must submit the following agreement by July 1st 2016 to be accepted and receive approval for your permits. Refunds will not be issued.

TERMS OF AGREEMENT

The Silver Room

VENDOR FEES

A Vendor Booth (10 foot by 10 foot) is available at \$250.00

ALL FEES ARE NON-REFUNDABLE UNDER ANY CIRCUMSTANCES.

VENDOR is responsible for supplying own tent, tables, chairs, equipment, personnel and signage necessary to set up their display. EACH VENDOR MUST BE SANDBAGS OR WEIGHTS TO HOLD TENT IN PLACE, IN CASE OF STRONG WINDS.

VENDOR BOOTH ASSIGNMENT

FESTIVAL's Vendor Coordinator will assign your space. **Space will be assigned on a first-approved, first-paid basis and electrical requirements by the Vendor Manager**

VENDOR BOOTH LOCATION

VENDOR must maintain assigned space for the entire FESTIVAL.

VENDOR SET-UP AND BREAKDOWN UPON ARRIVAL, ALL VENDORS MUST CHECK-IN WITH VENDOR MANAGER. Booth setup and removal of all vehicles from 53rd Street must be completed by 10:45 AM. No vehicles will be allowed on 53rd Street during FESTIVAL hours. All vehicle traffic will be confined to designated vehicle traffic paths. **AFTER YOU HAVE BROKEN DOWN YOUR BOOTH, AND BEFORE LEAVING, ALL VENDORS MUST CHECK OUT WITH VENDOR MANAGER.**

VENDOR LOADING AND UNLOADING

Load and unload your vehicle where indicated by FESTIVAL staff and immediately move your vehicle to the designated parking area. Then return to your booth for set up. Your cooperation is appreciated in advance. VENDORS are encouraged to bring their own supply carts to move equipment and merchandise.

All tents, canopies and tarps must be composed of flame resistant material or be treated with a flame retardant in an approved manner and be labeled or certified as meeting requirements of CPAI-84. Safety and appearance are critical to the success of the FESTIVAL. All tents, canopies and tables must be in good condition, attractive in appearance and free-standing or secured with bricks, blocks, or cement buckets. VENDOR shall bring enough weights and tie-downs to secure booth tent and canopy from the effects of wind and rain, as well as to prevent tip-over or collapse. Booth signage is to be no wider or higher than the booth space. VENDORS are responsible for unpacking, packing and display of their own merchandise and equipment. VENDOR must comply with all pertinent fire codes, laws, ordinances and regulations for health, fire prevention and public safety. All VENDORS are required to have a fire extinguisher. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles.

VENDOR ELECTRICAL REQUIREMENTS

To ensure safe and adequate power distribution for the FESTIVAL, all VENDOR electrical requirements must be identified in advance by completing the VENDOR Application form (additional fee will apply). This information allows for the creation of a power distribution plan to ensure adequate, continuous power to all vendors and prevent power failure due to circuit overload. If you require electricity for any equipment (i.e. cash register, merchandise, lighting, etc.), **please bring a heavy-duty 100 foot extension cord. (Please provide your own lighting that will be contained within your tent space)**

VENDOR MAY NOT SELL OR ATTEMPT TO SELL ANY PRODUCT OR SERVICE OTHER THAN THOSE SUBMITTED ON VENDOR APPLICATION AND PRE-APPROVED BY FESTIVAL. Violation is subject to immediate termination of this Agreement and removal of VENDOR from the FESTIVAL.

VENDOR must maintain his or her space(s) in clean, sanitary and orderly condition.

No overflow of trash receptacles will be permitted. VENDOR is responsible for removing all of their own trash at the end of the day. All merchandise must be of good quality; no damaged, spoiled, outdated or used merchandise is permitted. VENDOR should be prepared to have necessary money and change available for transactions. **FESTIVAL staff will not provide change.**

ADDITIONAL VENDOR RESPONSIBILITIES

SECURITY

VENDOR is responsible for safeguarding VENDOR's own merchandise, cash registers/boxes, booth decorations and equipment.

VENDOR should make arrangements for relief personnel for restroom and meal breaks, so as not to leave Vendor booth unattended.

VENDOR shall immediately report any emergency, including fire, injury, theft, accident, equipment damage, altercation with other vendors or customers or other unforeseen events to the Vendor Coordinator or a FESTIVAL volunteer.

INSURANCE

The Silver and City of Chicago are NOT liable for ANY damages.

With respect to insurance, VENDOR is responsible for VENDOR's own liabilities, and FESTIVAL is responsible for FESTIVAL's own liabilities. VENDOR should obtain adequate property and liability insurance as well as workman's compensation insurance if multiple employees are performing activities as subcontractors of VENDOR. The risk of loss, damage and theft of VENDOR's merchandise, equipment or property shall be borne by VENDOR and VENDOR shall be solely responsible to insure against such loss to VENDOR's satisfaction.

LICENSES/PERMITS

VENDOR is solely responsible for securing, obtaining/acquiring, and maintaining any and all appropriate permits, licenses, and/or approvals required by Federal, State, County and City law, statute, ordinance, rule, regulation, and/or policy. VENDOR shall display any business license and permit at booth location.

SALES TAX

It is the VENDOR's responsibility to collect and remit all state sales tax to the State of Illinois on those items subject to state sales tax.

RAIN OR SHINE

The FESTIVAL is a RAIN or SHINE event.

TERMINATION OF AGREEMENT

Any non-compliance or violation of this Agreement shall be cause for immediate termination of this Agreement and removal of VENDOR from FESTIVAL.

In the event FESTIVAL terminates this Agreement pursuant to this paragraph, VENDOR shall immediately cease any activities at FESTIVAL and remove all equipment, personnel, and other property from FESTIVAL.

LIABILITY

VENDOR is responsible for VENDOR's own personal and product liability. FESTIVAL is not responsible for any liability arising out of negligent acts of the VENDOR or VENDOR's employees or for any injuries sustained by VENDOR or VENDOR's employees. FESTIVAL will not accept responsibility for damage or injury to persons or property, including exhibits, merchandise and vehicles during the FESTIVAL.

INDEMNIFICATION

VENDOR agrees to indemnify, defend, and hold harmless forever the FESTIVAL, The Silver Room, and its directors, officers, agents and volunteers from and against all damages, losses, costs, penalties, fines, claims, expenses (including attorneys' fees and costs, and liabilities (collectively referred to as "Liabilities") arising out, resulting from, or in connection with (1) injury or death to any person or the damage, loss or destruction of any property which may occur or grow out of any act of omission, default or negligence (whether active or passive) on the part of VENDOR or VENDOR's agents, (2) the failure of VENDOR to comply with any of the provisions of this Agreement or to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Agreement, or (3) or any and all costs, expenses and attorney fees incurred by VENDOR as a result of any claim, demands or causes of action arising out of operating as a FESTIVAL VENDOR. This indemnification provision shall survive the termination of the Agreement, and shall continue in effect until the expiration of the corresponding statute of limitations of the tolling thereof.

NO PARTNERSHIP

VENDOR shall be considered as an independent contractor, and shall not be deemed to be an employee of FESTIVAL, for any reason whatsoever. The Agreement shall not, in any way, be construed or interpreted so as to create a partnership or any kind.

COMPLIANCE TO LAWS

VENDOR shall abide by, and comply with, any and all applicable Federal, State, County and City laws, codes, rules, regulations, policies, and/or requirements, including, but not limited to, those pertaining to public health, safety and welfare.

INDEPENDENT CONTRACTOR STATUS

VENDOR shall function at all times and in all respects as an independent contractor. Nothing herein shall be construed to create an employer-employee relationship.

Neither FESTIVAL nor VENDOR is authorized to act as agent for the other or to incur any liability in the name of or on behalf of the other.

NO ASSIGNMENT

This Agreement may not be assigned or transferred by VENDOR or FESTIVAL. Violation of this rule will result in immediate termination of this Agreement and removal from the premises.

APPLICABLE LAW

The Agreement shall be governed by the laws of the State of Illinois. Venue for any administrative, and/or legal action arising under the Agreement shall be in Cook County, Illinois.

ATTORNEY'S FEES

In the event that a party is forced to obtain an attorney to enforce the terms of this Agreement, the party prevailing in such action of enforcement shall be entitled to the recovery of attorney's fees incurred in such action.

NO PERSONAL LIABILITY OF REPRESENTATIVES OR AGENTS

Any representative of FESTIVAL executing this Agreement as FESTIVAL or as an agent thereof shall not be held personally liable for the payment of any costs or fees related to the Agreement.

SEVERABILITY

In the event one or more of the provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.

ENTIRETY OF AGREEMENT. This Agreement sets forth the entire agreement between the parties, and may not be amended except by execution of a written agreement signed by both parties hereto.

I HAVE READ AND UNDERSTOOD the terms and conditions and regulations described in this Agreement and agree to comply with same.

VENDOR NAME: _____

Signature _____

Date: _____

Print Name: _____

CONTACT

Kenneth Pickett
Sales Manager / Vendor Relations
312-792-9371
2016BlockPartyVendors@gmail.com

SUBMIT COMPLETED APPLICATION VIA EMAIL ABOVE OR IN-PERSON AT THE SILVER ROOM, 1506 EAST 53RD ST. CHICAGO, IL 60615 NO LATER THAN JULY 1ST. SPACE IS LIMITED AND VENDORS ARE ACCEPTED AND APPROVED ON A FIRST COME, FIRST SERVE BASIS.