



2024 VENDOR APPLICATION PACKAGE

VIRGINIA BEACH CARNIVAL



P.O Box 55096

Virginia Beach VA 23471

Email: info@vabeachcarnival.com

[This application can be found online at www.vabeachcarnival.com. Read the following information carefully and mail the completed application with payments. Please make a copy of the completed application for your own records. **PLEASE NOTE:** Submitting the application and fees is **not** an indication of your acceptance.]

Important Dates

Application Deadline:	Friday April 12 th , 2024
Certificate of Insurance Due NLT: Festival Date:	Tuesday April 16 th , 2024
Festival Dates/Time:	Thursday July 18 th , 2024, 4pm – 11pm
	Friday, July 19 th , 2024, 6pm – 10pm
	Saturday July 20 th , 2024, 10am – 11pm
	Sunday July 21 st , 2024, 11am - 6pm

How to Apply:

The 2024 Virginia Beach Carnival is pleased to offer marketing opportunities to organizations as an avenue to reach an expected 15,000 guests that attend the festival. After reading the rules and regulations, complete the 2024 the Virginia Beach Carnival Merchant Application and submit along with the appropriate fee and deposit. Applications will be reviewed, and space offered based on space and availability. All payments **MUST** accompany the application to be processed and considered for acceptance.

Please note: All communications before, during & after the event are executed via email or phone. All applicants are required to have a valid email address and phone number to participate. Please make sure to read all information, print a copy for your records and return signed copies of the following:

- Application for Special Event Business License.
- Application for Temporary Food Service Permit.
- Virginia Beach Carnival Vendor Agreement.
- Insurance Certificate (must be received before space can be allocated)

Payment in FULL must accompany your application. A \$35 service fee will be charged for returned checks of accepted organizations. Make checks payable to "Virginia Beach Carnival" We only accept payment in the form of a cashier's check, Cashapp, Zelle, Square or money order. **NO credit cards will be accepted.**

Mail completed application along with fees to:

Virginia Beach Carnival
P.O. BOX 55096
Virginia Beach VA 23471

Payment will be returned to organizations that are not accepted. See "Vendor Form & Agreement" for detailed information regarding vendor fees. All checks of accepted vendors will be deposited when notified of acceptance. After this date there will be **no refunds** issued.

Questions? Contact info@vabeachcarnival.com.

ALL organizations are contracted to be open and fully operational during Event hours.

The event will go on rain or shine.

Dear Prospective Vendor:

Welcome to the 2nd Annual Virginia Beach Carnival to be held from July 18th through July 21st at the Virginia Beach Boardwalk. Applications are due NLT April 12th, 2024. The Event Organizer will not be responsible for delays in the mail. Here are the specific mandatory requirements:

- Food/Dessert Vendor (Business License and Temporary Food Service Permit required)
 - Retail Vendor (Business License required)
 - Arts & Crafts Vendor (Business License not required)
 - Educational / Informational (Business License not required)
 - Sponsor (Business License not required)
- Business License Permit: \$50.00 (Except Arts & Crafts Vendor)
 - Temporary Food Service Permit: \$40.00 (Food Vendor only)
 - Insurance: Not provided by organizer – Must provide your own insurance.
You must put Virginia Beach Carnival and the city of Virginia Beach on your binder.
 - Clean-up Deposit: \$150.00 (Will be refunded after being inspected and found to be in order)

Note: All applicable fees **MUST** be submitted with your application, or it will not be processed.

NOTE: Virginia Beach Business License Office at (757) 385-4515. Vendors are encouraged to provide their own source of power. Generators shall not create a disruptive noise. Vendors must provide their own extension cords and means to cover them to avoid trip hazards. Outdoor use extension cords (three-prong type approved for outdoor use only) and a food grade water hose (**food vendors only**).

The following will be considered during the selection process: Quality and value to our guests, uniqueness of menu, profitability potential and prior event experience. *You will be notified by email of our decision.* The overall appearance and presentation of your booth is critical to the overall feeling of the festival and to your retail success. We want to ensure that everyone has the best possible experience. Vendor spots are determined based on receipt of payment.

For further information, proceed to www.vabeachcarnival.com or email: info@vabeachcarnival.com.

Sincerely,

VA Beach Carnival Team

Rules & Regulations

(Please keep pages 4 – 7 for your records)

Vendor Description

- Food / Juices: Selling food / juices (no Water/Sodas/Alcoholic products) – Includes Food Trucks.
- Dessert: Selling ice cream/snow cone, popcorn, cakes, corn, edibles, etc. (no Water/Sodas/Alcoholic products).
- Retail: Selling merchandise (i.e., clothing, flags, Jewelry, Hats, CD/DVDs, etc.)
- Arts & Crafts: Selling “handcrafted” products **only**.
- Amusement: Providing games/face-painting/inflatables, etc.
- Educational: Selling educational products **only**.
- Informational: Providing business information or promotional materials (free services)
- Sponsor: Providing free gifts/information, promotional materials, or free services.

After reading the rules and regulations, complete the Application and submit with payment. Full payment for your booth and separate clean-up deposit must accompany the application to be considered.

I. VENDING BOOTHS:

- a. ALL PROCEEDS from vendor sales belong to the vendor. No commissions will be assessed.
- b. STORAGE OF MATERIALS during the event must be confined within the area assigned to you.
 - Plan for storage within your area when designing the configuration of your booth area.
 - Booth space will be limited to 10 feet by 10 feet (Food /Dessert).
 - Food Vendors requiring over 10 feet by 10 feet will be required to purchase an additional space.
- c. VENDORS ARE EXPECTED to provide their own tables and display boards. Do not tape, tack, or otherwise affix any materials or signs to trees, lamp posts or other surfaces.
- d. VENDORS ARE RESPONSIBLE for transporting and placing their own booths. Labor to erect booths will not be provided.
- e. NO VENDORS OR THEIR REPRESENTATIVES shall conduct themselves in a manner offensive to general standards of decency or good taste. The festival organizer reserves the right to screen all booths and exclude inappropriate items. In the event of inappropriate behavior, the booth will be forced to close, and all fees will be forfeited.
- f. WHEN VACATED, booth space must be left clear of paper, packing materials, trash, and any other debris. Do not discard cartons or packing materials anywhere in the festival area. These items must be stored in your vehicle and taken with you upon departure or placed in the dumpsters or trash cans provided.

g. VENDOR SET-UP will begin at 6:00 a.m. on Thursday, July 18th, 2024. All booths must be fully set up and operational by 11 a.m. on Thursday July 18th, 2024, through July 21st, 2024, and remain open until end of Last Lap at 6:00 pm.

TAX INFO: Vendors are responsible for collecting and paying the 6% Virginia meals tax at the time of sale and for reporting earnings to the IRS. The Commissioner of Revenue will mail you the Sales Tax Forms.

- II. You **MUST** return this form no later than by the 20th of the month after the festival. If you have any questions or do not receive your form, please contact (757) 385-4445 for further details. Mail taxes to:

Commissioner of the Revenue
2401 Courthouse Drive
Virginia Beach VA 23456

III. **TENT INFORMATION:** Only commercial grade tents are allowed for food booths and **MUST** be Flame Retardant/Resistant (a flame retardant/resistant certificate shall be kept on site).

a. Residential tents are allowed for Retail / Arts & Crafts / Informational / Educational only. All tents must be anchored with cinderblocks, sandbags, or ground stakes.

b. Please Note: Tent size must be no larger than a 10 x 10. If your tent size is larger you must pay for an additional vendor space.

IV. **FOOD TRUCKS** - For a mobile food vendor (food truck) to operate under current zoning regulations, the operator would need to apply for a Peddler's Permit.

- Vehicles are not allowed to drive on grassy areas. Please use designated driving paths only during load and unload periods. Please do not leave your vehicle unattended, unload or load as quickly as possible. Breakdown of your tent must not start before 9:00 p.m. however, some packing and cleaning are allowed to take place early to speed up the breakdown process. No vehicles will be allowed in festival area for loading until it is deemed safe and appropriate by Virginia Beach City Officials.
- No vehicles are permitted to drive on-site while event is in progress at any time! The maximum time vehicles are allowed to unload on-site - 45 minutes. Vendor is responsible for offsite parking. No passes will be issued for free parking. Please obey all traffic laws. Parking for the day is available in a variety of parking garages/lots near the park. **Special Events \$10.00 All Day Parking in Garages.**

V. **TRASH, OIL DISPOSAL & WATER ACCESS:** Vendor must dispose of all trash in the designated on-site dumpster or request assistance from Festival staff after trash is bagged. No trash will be picked up if not bagged. All gray water and grease must be disposed of in the designated wastewater area on-site (no food items allowed).

VI. **EVENT BREAKDOWN:** All booths **MUST** be broken down, packed and area cleaned no later than 9p.m. Sunday for inspection of your area or your \$150.00 clean-up deposit will **NOT** be refunded (maintain cleanliness at all times). Any vendor failing to completely clean-up their area(s) risk not being accepted for participation at the following year's Festival.

Vendor shall be responsible for policing and maintaining a neat and orderly appearance in and around their concession area. To this end, Vendor will provide trash bins/bags as receptacles for their own use and for the use of their patrons, at their booth.

- VII. **TURF DAMAGE:** Upon your acceptance into the event, food vendors must provide adequate ground cover to protect the grass or ground surface. This should be landscape quality filter fabric / roofing felt paper material. Food vendor must also provide adequate protection from grease and ash spillage. Plywood or other like material **MUST** be placed under any fryer or grill and vehicle wheels. Vendors will be held financially responsible for any damage done to the turf. Your clean-up deposit fee (\$150.00) will be forfeited to clean the area.
- VIII. **COMPLIANCE WITH LAWS:** Vendor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of its work. Vendor represents that it possesses all necessary license and permits required to conduct its business and will acquire any additional license and permits necessary for performance of this contract prior to the initiation of work. Vendor shall always observe all health and safety measures and precautions necessary for the sanitary and safe performance of Vendor's obligations hereunder. LP tanks must be kept at least 10 feet away from cooking appliances or ignition sources with relief valves directed away from the interior of the tent. All LP connections must be "leak tested" before lighting appliances. The use of long matches or electric matches is recommended to light appliances.
- IX. **ELECTRICAL REQUIREMENT: POWER** is available on site. Each outlet is 110 volts, 20 amps. Additional Fee will be required for 220 volts. Portable, quiet generators are permitted. It is very important that you list each item or appliance that you are going to plug in. Each vendor must bring their own extension cords. Extension cord shall be of the three-prong type approved for outdoor use only and shall not be subject to physical damage by pedestrian or vehicular damage. Cords should be a minimum length of 50ft. All extension cords should be appropriate for the equipment being used.
- Food Vendors:** Please provide a picture of your necessary power cord by Friday, June 21st, 2024, at 5p.m.
- X. A fully charged UL approved FIRE EXTINGUISHER (40BC or K type) with a minimum rating of 4A or two (2) fire extinguishers with a rating of 2A is required. All equipment must meet Virginia Occupational Safety and Health standards (NO EXCEPTIONS). Cooking tents will either have 1- 40BC or K type extinguisher location accessible and visible to all occupants of the tent for immediate use. All areas with "pig cookers" shall have a fire extinguisher. The extinguishers must have current inspection tags and be operational. Newly purchased fire extinguishers may use the sales slip to show the inspector that they are within code.
- XI. **COPYRIGHT INFRINGEMENT ACTIONS:** Should Vendor present or allow the presentation of any,

composition, work, or material covered by copyright, or furnish any product covered by registered trademark, the Vendor agrees to defend, indemnify and save harmless the City of Virginia Beach, and Virginia Beach Carnival and their staff, agents or employees, for any loss, damage, or expense arising from any claim, allegation or suit for infringement of such copyright or registered trademark.

The name "Virginia Beach Carnival" is a trademark and MAY NOT BE USED to personalize any items sold at the festival unless the Festival Committee has negotiated, approved and issued an exclusive Special Activities Contract with you, and arrangements have been made for the festival to receive full commissions or royalties on the sale of that merchandise. DO NOT ATTEMPT to use the name or any variation thereof on shirts, other articles of clothing or merchandise of any kind. Violators will be fully prosecuted.

- XII. CITY AND EVENT ORGANIZERS ARE NOT LIABLE FOR LOSS OR DAMAGE: The City of Virginia Beach, and Event Organizers (Production Team, System Sound, etc) shall not be liable for any loss or damage to machinery, equipment, merchandise, paraphernalia, costumes, clothing, booths, stands, exhibit materials, or any other property of the Vendor, or Vendor's agents, employees, patrons, or guests, caused by theft, riots, strikes, civil commotion, fire, acts of God, or any other cause of whatever kind of nature. The City of Virginia Beach and Event Organizer shall not be responsible for charges or expenses on any materials, merchandise, properties, printed or advertising matter or otherwise, delivered for the Vendor. The City of Virginia Beach and Event Organizers (Production Team, System Sounds, etc.) will not receive materials/products on behalf of a Vendor.
- XIII. Vendors will be placed along the Parade route that includes 8th Street to 49th Street.

2024 FOOD VENDOR FORM & AGREEMENT

VENUE: 24TH Street Park

Dates: July 18th – 21st 2024

* Please adhere to load in and load out policy. *

BUSINESS NAME/COMPANY: _____

Contact Person/Title: _____

Address:

(City) (State) (Zip Code)

Phone: _____ Email: _____

FOOD BOOTH SPACE PRICES:

•January 6th to February 5th, 2024: **\$1,250 Early Bird** (FULL Payment Must Be Received by February 5th, 2024)

•February 6th to June 20, 2024: **\$1,600**

Please note: These prices are for **ALL** four days.

ABSOLUTELY NO SALE OF BOOTH SPACES AFTER FRIDAY, JUNE 21ST 2024.

NO SPACE IS GUARANTEED UNTIL PAYMENT IS MADE IN FULL. BOOTH PAYMENTS ARE NON-REFUNDABLE.

Payment by Cashier's Checks, Square, Money Orders, CashApp (\$vabeachcarnival) or Zelle

(vabeachcarnival@gmail.com), payable to Virginia Beach Carnival. and mailed or delivered to the below address.

Virginia Beach Carnival
P.O. BOX 55096
Virginia Beach VA 23471

It is understood and agreed that Vendors, their agents and/or assigns shall indemnify, hold harmless and defend Virginia Beach Carnival Host Committee, Event Organizers, its corporate sponsors, City of Virginia Beach, its agents, employees, staff and volunteers from all liability for loss, damage, or injury to any person or property in any manner arising out of or incident to this Vendor Agreement or the performance of its terms and provisions. Vendors shall be solely responsible for securing, at their sole cost, workers' compensation insurance, disability insurance, liability insurance and any other insurance as may be required by law.

Virginia Beach Carnival shall retain the sole rights for the sale of beer, alcoholic and non-alcoholic beverages and water on the premises. Virginia Beach Carnival, its designated security personnel or the Police Department shall have the authority to remove any Vendor from the Premises for unauthorized sale of alcoholic or non-alcoholic beverages and water. Traditional Non-Alcoholic Juices (i.e., Lemonade, Sorrel, Ginger Beer, Fruit Juices, etc.) are authorized to be sold.

This application shall not be processed without full payment for the designated space(s). It is further understood and agreed that the space(s) listed below may not be available at the time of

purchase and the undersigned shall accept the space(s) designated by the Virginia Beach Carnival Vending Committee. No space(s) may be subleased at any time during the event.

The undersigned has read and understood the above and has agreed to adhere to the guidelines as stipulated in the Virginia Beach Carnival – VENDOR GUIDELINES AND AGREEMENT.

Signature

Date

2024 DESSERT VENDOR FORM & AGREEMENT

VENUE: 24TH Street Park,

Dates: July 18th – 21st 2024

* Please adhere to load in and load out policy. *

BUSINESS NAME/COMPANY: _____

Contact Person/Title: _____

Address:

(City) (State) (Zip Code)

Phone: _____ Email: _____

DESSERT BOOTH SPACE PRICES:

- January 6th to February 5th, 2024: **\$600 Early Bird** (FULL Payment Must Be Received by February 5th, 2024)
- February 6th to June 20, 2024: **\$750**

Please note: These prices are for **ALL** four days.

ABSOLUTELY NO SALE OF BOOTH SPACES AFTER FRIDAY, JUNE 21ST 2024.

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(vabeachcarnival@gmail.com), payable to Virginia Beach Carnival. and mailed or delivered to the below address.

Virginia Beach Carnival
P.O. BOX 55096
Virginia Beach VA 23471

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Virginia Beach Carnival shall retain the sole rights for the sale of beer, alcoholic and non-alcoholic beverages and water on the premises. Virginia Beach Carnival, its designated security personnel or the Police Department shall have the authority to remove any Vendor from the Premises for unauthorized sale of alcoholic or non-alcoholic beverages and water. Traditional Non-Alcoholic Juices (i.e., Lemonade, Sorrel, Ginger Beer, Fruit Juices, etc.) are authorized to be sold.

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The undersigned has read and understood the above and has agreed to adhere to the guidelines as stipulated in the Virginia Beach Carnival – VENDOR GUIDELINES AND AGREEMENT.

Signature

Date

2024 RETAIL VENDOR FORM & AGREEMENT

VENUE: 24TH Street Park,

Dates: July 18th – 21st 2024

* Please adhere to load in and load out policy. *

BUSINESS NAME/COMPANY: _____

Contact Person/Title: _____

Address:

(City) (State) (Zip Code)

Phone: _____ Email: _____

RETAIL BOOTH SPACE PRICES:

- January 6th to February 5th, 2024: **\$450 Early Bird** (FULL Payment Must Be Received by February 5th, 2024)
- February 6th to June 20, 2024: **\$600**

Please note: These prices are for **ALL** four days.

ABSOLUTELY NO SALE OF BOOTH SPACES AFTER FRIDAY, JUNE 21ST 2024.

NO SPACE IS GUARANTEED UNTIL PAYMENT IS MADE IN FULL. BOOTH PAYMENTS ARE NON-REFUNDABLE.

Payment by Cashier's Checks, Money Orders, Square CashApp (\$vabeachcarnival) or Zelle

(vabeachcarnival@gmail.com), payable to Virginia Beach Carnival. and mailed or delivered to the below address.

Virginia Beach Carnival

P.O. BOX 55096

Virginia Beach VA 23471

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This application shall not be processed without full payment for the designated space(s). It is further understood and agreed that the space(s) listed below may not be available at the time of purchase and the undersigned shall accept the space(s) designated by the Virginia Beach Carnival Vending Committee. No space(s) may be subleased at any time during the event.

The undersigned has read and understood the above and has agreed to adhere to the guidelines as stipulated in the Virginia Beach Carnival – VENDOR GUIDELINES AND AGREEMENT.

Signature

Date

2024 ARTS & CRAFTS VENDOR FORM & AGREEMENT

VENUE: 24TH Street Park,

Dates: July 18th – 21st 2024

* Please adhere to load in and load out policy. *

BUSINESS NAME/COMPANY: _____

Contact Person/Title: _____

Address:

(City) (State) (Zip Code)

Phone: _____ Email: _____

ARTS & CRAFTS BOOTH SPACE PRICES:

- January 6th to February 5th, 2024: **\$400 Early Bird** (FULL Payment Must Be Received by February 5th, 2024)
- February 6th to June 20, 2024: **\$550**

Please note: These prices are for **ALL** four days.

ABSOLUTELY NO SALE OF BOOTH SPACES AFTER FRIDAY, JUNE 21ST 2024.

NO SPACE IS GUARANTEED UNTIL PAYMENT IS MADE IN FULL. BOOTH PAYMENTS ARE NON-REFUNDABLE.

Payment by Cashier's Checks, Money Orders, Square, CashApp (\$vabeachcarnival) or Zelle

(vabeachcarnival@gmail.com), payable to Virginia Beach Carnival. and mailed or delivered to the below address.

Virginia Beach Carnival

P.O. BOX 55096

Virginia Beach VA 23471

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This application shall not be processed without full payment for the designated space(s). It is further understood and agreed that the space(s) listed below may not be available at the time of purchase and the undersigned shall accept the space(s) designated by the Virginia Beach Carnival Vending Committee. No space(s) may be subleased at any time during the event.

The undersigned has read and understood the above and has agreed to adhere to the guidelines as stipulated in the Virginia Beach Carnival – VENDOR GUIDELINES AND AGREEMENT.

Signature

Date

2024 EDUCATIONAL/INFORMATIONAL VENDOR FORM & AGREEMENT

VENUE: 24TH Street Park,

Dates: July 18th – 21st 2024

* Please adhere to load in and load out policy. *

BUSINESS NAME/COMPANY: _____

Contact Person/Title: _____

Address:

(City) (State) (Zip Code)

Phone: _____ Email: _____

EDUCATIONAL/INFORMATIONAL BOOTH SPACE PRICES:

- January 6th to February 5th, 2024: **\$200 Early Bird** (FULL Payment Must Be Received by February 5th, 2024)
- February 6th to June 20, 2024: **\$300**

Please note: These prices are for **ALL** four days.

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This application shall not be processed without full payment for the designated space(s). It is further understood and agreed that the space(s) listed below may not be available at the time of purchase and the undersigned shall accept the space(s) designated by the Virginia Beach Carnival Vending Committee. No space(s) may be subleased at any time during the event.

The undersigned has read and understood the above and has agreed to adhere to the guidelines as stipulated in the Virginia Beach Carnival – VENDOR GUIDELINES AND AGREEMENT.

Signature

Date

VIRGINIA BEACH CARNIVAL VENDOR AGREEMENT

Please sign, date and mail with application

I certify that the information I provide is true, correct and that I understand and will comply with the rules and general information provided in this contract.

Further, I certify that representatives of my organization will abide by said rules and regulations. I understand that once I have been accepted; there will be no refund of my application fee. If I am not accepted as a vendor my application fee will be returned to me.

I understand that if I cancel, I will not be reimbursed nor will I be able to carry over the vending fees to the next year.

Although there will be security on Friday night, all fixtures and materials that are left overnight will be at the vendors' risk. No booth may be dismantled or removed from its assigned space prior to the end of the festival on Saturday night. I agree to indemnify and hold harmless Event Organizer for any such failure to make these provisions.

I understand that I must abide by the rules set forth regarding electrical and water usage and disposal of trash and that if I do not, fines will be assessed accordingly.

I understand that failure to adhere to these rules and regulations will result in the immediate termination of my participation, forfeiture of all deposits and fees, and denial at future events.

I understand that if the event is cancelled due to inclement or hazardous weather or an Act of God, a partial refund (50%) may be refunded, and no credit will be given toward future events.

Having read this waiver and knowing these facts and in consideration of your acceptance of my entry,

I, for myself and anyone entitled to act on my behalf, waive and release all sponsors, their representatives, and successors, and any individual or group associated with this event from all claims and liabilities of any kind arising out of my participation in this event, even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver.

By submitting and signing this application to the Virginia Beach Carnival, vendor indicates that he/she has read and fully understands and accepts the Terms of Contract.

ANY VIOLATIONS OF THE VIRGINIA BEACH CARNIVAL. AGREEMENT, TERMS & CONDITIONS CAN RESULT IN A FINANCIAL PENALTY TO BE PAID BY THE VENDOR, BOOTH CLOSURE, LOSS OF ALL FEES, AND REMOVAL FROM THE PARK AND EXCLUSION FROM FUTURE FESTIVALS.

Signature

Date