



ART IN THE PARK 2017 VENDOR PACKET

VENDOR PACKET DUE DATE: no later than 5:00 p.m. on Tuesday, May 23, 2017 to Stacey Baisden

Since 2014, the City of Lafayette Parks and Recreation has provided a unique art experience through our Art in the Park festival series. Art in the Park festivals showcase local and regional recognized fine arts and crafts, interactive art, music from local talent, a variety of foods from various food vendors and fun activities for the kids—a unique art experience for the entire family! Every night Art in the Park is offered it proves to be a different experience as our local and regional talent will change each night!

The Art in the Park festivals provide fine arts and crafts such as art, photography, pottery, ceramics, wood, jewelry, metal, textiles and much more. Art pieces are sold by local and regional vendors featured at each event. Art in the Park is a family-friendly event, free to attend, and open to the public.

Art in the Park is offered the following dates for vendors this year:

Celebration Night
Tuesday, June 6, 2017
6-9 p.m.
Columbian Park

Country Night
Tuesday, June 27, 2017
6-9 p.m.
Columbian Park

Carnival Day!
Sunday, August 6, 2017
1-4 p.m.
Armstrong Park

Art in the Park Contact:
Stacey Baisden
City of Lafayette, Marketing Coordinator
ArtInThePark@lafayette.in.gov
Office: (765) 807-1007
Cell: (765) 414-6919

CONNECT WITH US ON SOCIAL MEDIA!



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2017 ART IN THE PARK ADDITIONAL INFORMATION

Art in the Park organizers have the right to determine participation.

In this packet you will find:

1. Deadlines and Contact Information
2. Classification and Pricing Guide
3. Vendor Rules and Regulations
4. Vendor Contract

In order to be accepted to vend at the 2017 Art in the Park summer art and music series **you must**:

1. Complete the application:
2. Receive an acceptance email.
3. Turn in your signed contract (Attached Forms).

Items that need to be returned may be done by either of the following:

1. Email to artinthepark@lafayette.in.gov
2. Mail to:

City of Lafayette
Attn: Stacey Baisden
515 Columbia Street
Lafayette, IN 47901

2017 ART IN THE PARK CLASSIFICATION GUIDE

Arts and Crafts Vendor (AC):

DEFINED AS: Someone selling wares that are handmade and/or food related items.

- SPACE SIZE: 10'X10' retail space

Locally Owned Business (LB):

DEFINED AS: Locally owned businesses are allowed to participate. These include franchise operations of various types.

- 10'X10' retail space

Non Profit 501(c) 3 Organizations (NP):

We ask that you make your best attempt to contribute to our community arts culture through games or other visitor interaction.

- SPACE SIZE: 10'X10'

Kids Craft and Demonstrations:

Groups or individuals providing cultural demonstrations or free crafts for kids.

- SPACE SIZE: 10'X10'

***Please provide your own tent/canopy (if you wish to have one), tables, and chairs. We CANNOT provide tents, tables or chairs for the 2017 Art in the Park events.**

2017 ART IN THE PARK VENDOR RULES AND REGULATIONS

VENDING HOURS OF OPERATION

Vendors are encouraged to make the most of this time and to remain open until the event ends. Art in the Park 2017 is held on the following dates:

1. Tuesday, June 6, 2017 at Columbian Park from 6:00pm-9:00pm
2. Tuesday, June 27, 2017 at Columbian Park from 6:00pm-9:00pm
3. Sunday, August 6, 2017 at Armstrong Park from 1:00pm-4:00 pm

VENDOR SET UP

- Vendor locations are offered on a first come, first served basis.
- You must have turned in all needed paperwork and received a confirmation email in order to participant in any of the Art in the Parks.
- For the June 6 and June 27 Art in the Parks you may set up starting at 4:00pm and you MUST end before 5:45pm. Art in the Park will begin promptly at 6:00pm. Vendor check-in and registration will be located outside of the Lafayette Parks and Recreation Admin Office: 1915 Scott St., Lafayette, IN 47904
- For the August 6th Art in the Park you may set up starting at 11:00am and you MUST end before 12:45pm. Art in the Park will begin promptly at 1:00pm. Vendor check-in and registration will be located at Armstrong Park: 821 Beck Lane, Lafayette, IN 47909

**Illegal vending will not be tolerated. Illegal vending will result in removal from Art in the Park and all future events hosted by Lafayette Parks and Recreation.*

ELECTRICITY

Electricity will be available to a limited amount of vendors. Please coordinate with Art in the Park organizers **PRIOR** to arrival for electricity.

FOOD VENDORS

- Health Permit Fees and Certificate of Insurances are not included if you are a food vendor.
- You **must** register with the Tippecanoe Health Department **PRIOR** to attending an event and provide us with a copy of the Health License, as well as a Certificate of Insurance.

VENDOR CONDUCT

We ask that you treat everyone (customers/other vendors/volunteers/Lafayette Parks and Recreation staff members) with respect. Vendors deemed unmanageable during the event will be given one warning by Art in the Park organizers. Art in the Park organizers reserve the right to remove any vendor who is deemed unmanageable. Please be reminded that this is a family friendly event. There will be no refunds to vendors who are removed. Tobacco and alcohol are strictly prohibited on Parks property. **Lafayette Parks are tobacco, alcohol and drug free zones.*

SOUND

No sound systems are allowed in the vendor space without prior permission from Art in the Park organizers.

GENERATORS

Aside from being used in food trucks, generators of any kind will not be allowed.

INCLEMENT WEATHER

If there is inclement weather on the day of the event, please contact Stacey Baisden at artinthepark@lafayette.in.gov or 765-807-1007 to confirm that the event will continue as planned.

HOW WE WILL CONTACT YOU

All correspondence will be via email unless special arrangements are made. Please provide an email that you check regularly. If you need to change your email address, please email artinthepark@lafayette.in.gov. You may also call Stacey Baisden at Lafayette Parks and Recreation with questions (765-807-1007).

ART IN THE PARK 2017 VENDING CONTRACT

Business Name (If Applicable): _____

Last Name: _____ First Name: _____

Email Address: _____

Physical Address: _____

Phone number: (_____) _____

We would like to promote you coming to the event! Please share with us your social media Facebook link, twitter handler, and Instagram links so we can like/follow you.

Social Media Accounts:

- Facebook: www.facebook.com/_____
- Twitter: www.twitter.com/_____
- Instagram: www.instagram.com/_____
- Website: _____

Type of Vendor: Please Check One Below

- Food Vendor
- Arts and Crafts
- 501(c)3 Nonprofit
- Local Business

Description of service provided:

*I have read the 2017 Art in the Park Vendor Packet in its entirety. I understand all of the rules and regulations and agree to follow these rules during all Art in the Park events. I understand electricity is **not guaranteed to be provided** by Art in the Park. I understand that tables, chairs, and canopies **will not be provided** by Art in the Park. Vendors agree to release and hold harmless Art in the Park, Lafayette Parks and Recreation, and the City of Lafayette for any liability injuries that may result from their attendance or participation.*

Signature: _____

Date: _____

Please check which dates you are participating:

- Tuesday, June 6, 2017 at Columbian Park from 6:00pm-9:00pm
- Tuesday, June 27, 2017 at Columbian Park from 6:00pm-9:00pm
- Sunday, August 6, 2017 at Armstrong Park from 1:00pm-4 pm

*All Art in the Park events are free to vendors for the year of 2017!

PARK USE AGREEMENT

Effective June 6, 2017 **Lafayette City Park and Recreation Board** (hereafter "Park") and _____, (hereafter "User") agree as follows:

I. PERMISSION. Subject to the terms and conditions of this Agreement, User may use the following described property: Memorial Island, within Columbian Park (hereafter "The Property") during the period beginning 4:00 p.m. and ending at 9:30 p.m. on June 6, 2017 and June 27, 2017. User may also use the following described property: Armstrong Park (hereafter "The Property") during the period beginning 11:00 a.m. and ending at 4:30 p.m. on August 6, 2017.

During these periods, Park may access and use the Property for all purposes, and may grant permission to third parties to use the Property, except as may interfere with User's use of the Property for the purposes listed below.

II. PURPOSE. The Property may be occupied and used by User for the sole purpose of _____ and for purposes incidental to such purpose.

III. PAYMENT. Use of vendor area on Memorial Island within Columbia Park and Armstrong Park is free of charge for the year of 2017.

VI. TERMINATION. Park may terminate this agreement at any time upon oral or written notice to User based on Parks sole judgment.

V. PROPERTY AND PARK RULES. User may not paint any walls or fences on the Property. User shall not bring upon or allow to be brought upon the Property any article or thing of a dangerous, inflammable, or explosive character. User may not build anything on the Property and may not affix anything to walls or fences on the Property unless it can be removed without leaving a residue or otherwise damaging the Property. User and User's guests, invitees, or licensees may not injure any property of Park. Any damages to Park property caused by User or User's guests, invitees, or licensees must be reimbursed to Park by User and will be first deducted from User's damage deposit. User and User's guests, invitees, or licensees may not be disorderly or commit any nuisance on the Property in any way that interferes with the exercise by other users of Park the privileges that Park may give them. User agrees to abide by written rules that apply to the Property and to cooperate with Park in the enforcement of such rules. Park may eject any person from the Property who is disorderly or not abiding by the rules and may refuse future admittance to such person.

VI. SURRENDER OF PROPERTY. On the ending time and date under Section I, User shall peaceably surrender the Property in as good condition as the Property was at the time of User's entry on the Property. User shall remove all temporary structures, fixtures, shelters, attachments, equipment and other things placed by User or the employees, agents, guests, invitees, or licensees of User on the Property, and if User shall fail to do so, Park shall have the right to remove the same at User's expense, the amount of which expense User shall pay to Park on demand. Any items not removed by User by the ending time and date specified in Section I become the property of Park and User shall have no further right to possess or be compensated for them unless Park agrees otherwise in writing.

VII. INDEMNIFICATION AND RELEASE. In consideration of being permitted the use of the Property which is owned by Park, User, for User and User's legal representatives, successors, and assigns, hereby releases, waives and discharges Park, its officers, agents and employees, and each of them (hereafter collectively, "Park and Representatives") from all liability to User and User's officers, members, legal representatives, successors, and assigns (hereafter collectively, "User and Associates"), for any and all loss or damage, and any claim or damages resulting therefore, on account of injury to persons or property arising out of possession or use of the Property, whether caused by the negligence or Park and Representatives, or any of them, or otherwise, resulting during the time the User is entitled to occupy and use the Property. User shall exercise the privileges under this Agreement at User's own risk, and, irrespective of any negligence of Park, User shall indemnify and hold Park and Representatives harmless from any and all liability for all

damages, costs, losses, and expenses resulting from, arising out of, or in any way connected with, the licensees, or licensees of User, or the failure on the part of User to perform fully all and singular User's promises contained in this Agreement, including attorney fees incurred by Park and Representatives in defending any action arising out of User's possession or use of the Property, whether caused by the negligence of the Park and Representatives, or any of them, or otherwise. Park shall not be liable to User if for any reason whatever User's occupation or use of the Property shall be hindered or disturbed. User agrees that User has made inspection of the Property and is not relying upon any representations of Park and Representatives or any of them as to the condition or state of repair of the Property or its suitability for any particular purpose. This release, waiver, and indemnification is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

VIII. INSURANCE. User agrees to carry and to continue in force a minimum coverage of \$1,000,000 in Liability, Workman's Comp and Auto (if applicable). User shall make Lafayette Parks an additional named insured on such insurance policies. Park may request evidence of such insurance coverage and User may not occupy or use the Property until the evidence is supplied.

IX. NO INTEREST. User does not have any interest or estate of any kind or extent whatsoever in the Property of Park, by virtue of this Agreement or User's occupancy or use under this Agreement.

X. PERFORMER'S REPRESENTATIONS. The Performer makes the following representations to Park:

- A) Performer will perform the services in accordance with all applicable laws.
- B) Performer will perform the services in accordance with the ordinary standard of care applicable to projects of a similar nature.
- C) The services shall not infringe or violate the intellectual property rights of any person or entity.

SIGNATURES

Lafayette City Park and Recreation Board

User / Vendor

Print: _____

Sign: _____

Date: _____