



Festive ICT | P.O. Box 781071 | Wichita, Kansas 67278 | festiveict.com

## Vendor Agreement / Terms and Conditions

### SHOP & GRUB 2024 A Festive ICT Market

#### Spring Dates (11AM – 4PM)

##### Exploration Place Festival Plaza

- Sunday April 21st (SEASON OPENER)
- Sunday May 19<sup>th</sup>

#### Summer Night Market Dates (5PM – 10PM)

##### Exploration Place Entrance Plaza

- Friday June 28<sup>th</sup>
- Friday July 19<sup>th</sup>
- Friday August 16<sup>th</sup>

#### Fall Dates

- Friday September 13<sup>th</sup> at **Exploration Place Entrance Plaza** (5pm-10pm)
- Sunday October 13<sup>th</sup> at Century II on Kennedy Plaza with **Open Streets** (Date, Time & Fee TBA)

#### FEES:

**Vendor Fee: \$100**

**Cancellation Fee: \$25**

**Late Fee: \$10**

#### Application Process

- Apply for a vendor space
- Festive ICT will review application
- **IF APPROVED**, you will receive a follow up confirmation email and invoice to pay for your booth space.

**Deadline:** Based on availability, we will reserve a booth space for the dates listed in your application. The deadline to pay for each market after the season opener is the first Friday of the month. For example, the May 19th market would be due on May 3<sup>rd</sup>.

If your payment is not received by the payment deadline, you will be charged a late fee of \$10.

If you would like to secure a guaranteed vendor spot for several months, you will have to pay the total amount of months in full and in advance.

Vendors who apply after the payment deadline will be charged the \$10 late fee in addition to their booth fee.

### **Late Fee**

- The payment deadline for every market is the first Friday of the month.
- Vendors who pay after the payment deadline will be charged a \$10 vendor late fee.
- Failure to pay the booth fee + the late fee within 5 days of receiving the invoice will result in the cancellation of your application and booth space.
- If your application is cancelled, you will have to reapply to be a vendor in the market for a future date and may not be approved.

### **Food Trucks/Food Vendors:**

All Food trucks and food vendors are required to be licensed and insured and must provide up to date license and insurance prior to approval.

All food trucks will have pre- designated locations to park.

**Food Vendors engaged in cooking at the market are required to place a tarp underneath their tent.**

**Layout:** The event Layout is set up upon managements discretion. Our layout is setup so that the market can run efficiently. Requests are always welcome but may or may not be implemented.

**Marketing:** Festive ICT takes pride in all our events. We will always promote and publicize the market consistently to the best of our ability.

### **Set-up**

Vendors will be provided with a 10 x10 booth space to display their products. You will have 2 hours prior to the start of the market to set up your booth space. Your space will be PRE-ASSIGNED and ready for you to setup at 8:30am on the day of the market. By 10:30am set up will be complete and all loading will cease. The market will officially begin at 11:00am. **Please note that per museum rules and regulations, vendors are not allowed to stake their tents down on the turf or grass. Only sandbags or water jugs can be used to hold tents down. Any damages to these areas will be assessed to your company.**

**Set up (Night Market)**

Vendors will be provided with a 10 x10 booth space to display their products. You will have 2 hours prior to the start of the market to set up your booth space. Your space will be PRE-ASSIGNED ready for you to setup at 2:30pm on the day of the market. By 4:30pm set up will be complete and all loading will cease. The market will officially begin at 5pm.

**Tables and Chairs**

Festive ICT will not provide tents, tables or chairs for vendors. Vendors are asked to please provide their own.

**Electricity**

Festive ICT will not provide power for vendors, vendors will be responsible for providing their own power as needed.

**Billing Policy**

All vendors will be sent an invoice via quick books.

Vendors can pay their invoice using all major Debit cards, Credit cards, Pay Pal and Venmo.

**Teardown**

At 4pm the market will come to an end and you can begin to tear down your booth and have until 5pm to remove all of your belongings from the venue. Please do not tear your booth down before 4pm. If you have to leave for any reason, please see speak to a Festive ICT staff member.

**Teardown (Night Market)**

At 10pm the market will come to an end and you can begin to tear down your booth and will have until 11pm to remove all of your belongings from the venue. Please do not tear your booth down before 11pm. If you have to leave for any reason, please see speak to a Festive ICT staff member.

**Liability**

Festive ICT assumes no responsibility for the damage or loss of any merchandise or articles brought into the venue. The venue will provide adequate security required by law for the event.

Festive ICT shall not be liable for non-performance of the contract when such non-performance is attributable to labor troubles, disputes or strikes, accidents, government (Federal, State or Municipal) regulations or restrictions upon travel or transportation, non-availability of food, beverage or supplies, riots, national emergencies, acts of God and other causes whether enumerated herein or now which are beyond the reasonable

control of Festive ICT.

### **Waitlist Policy**

Vendors who apply for a vendor space and are approved but then decide to cancel after approval will automatically be placed on the waitlist.

Vendors on the waitlist policy will be contacted as spots become available.

### **Return or Cancellation Policy**

**ALL SALES ARE FINAL!!!**

**Once you make the payment for your booth space, your booth space is secured.**

**If you choose to cancel, you will have to forfeit the booth fee.**

**You may also be charged a cancellation fee of \$25.**

**Vendors who refuse to pay the cancellation fee will not be allowed to vend at ANY future Festive ICT events.**

**Vendors will ONLY receive a refund in the event that Festive ICT cancels or postpones the market date and the new date does not work for vendors.**

### **Parking**

Exploration Place offers complimentary parking for all Vendors.

### **ABSOLUTELY NO SHARING OF BOOTH SPACE**

**ZERO TOLERANCE POLICY:**

Vendors are NOT allowed to share booth space with other vendors at the market. This includes friends, family and associates that might be interested in sharing your vendor space to sell their products. All vendors in the market have to be pre-approved by Festive ICT management.

If a vendor is caught sharing a booth space you will automatically be banned from participating in future markets.

### **PLEASE FOLLOW ALL RULES & REGULATIONS\***

Failure to comply with all Festive ICT's rules, regulations and requirements at Shop & Grub or if vendor is involved in any unruly behavior including but not limited to disorderly intoxication, verbal abuse of other vendors, event attendees or market staff, will result in immediate disqualification and removal from the market and future Festive ICT events.