



Pacific Northwest Black Community Festival *"The Rebirth"*

2010 PACIFIC NORTHWEST BLACK COMMUNITY FESTIVAL

Hello Vendors,

Thanks you for your interest in the **2010 Pacific Northwest Black Community Festival**. We look forward to having your business be a part of this year Festival Concessions Market Place.

The **PNBCF** and the Market Place is one of Seattle's most popular celebrations of the summer season. It is held this year August 13th, 14th, and 15th, 2010 from 12:00pm – 9:00pm at **Jimi Hendrix Park** and **Sam Smith Park** adjacent to the **Northwest African American Museum** in Seattle, WA. This is considered one of the top ethnic events of the Central Area and Pacific Northwest.

The concession market Place is an open arena for small retail businesses, food vendors and community based organizations to present their products and services to the public. All types of requests for space will be considered. We encourage retail, food, and non-profit and community services organizations to apply and be present at this year's event.

To apply for space, please complete the enclosed application form and return it with payment no later than July 26th, 2010. The **Pacific Northwest Black Community Festival Staff** look forward to receiving your application and working with you this year. Should you have any questions, please feel free to call us at (206) 251-6410.

Sincerely,

Michael Taylor
President

Peace Unity Strength Power
www.pnbcf.com

3703 South Edmunds Street PMB #64, Seattle, WA 98118



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Concession Agreement

P.N.B.C.F. (here in after referred to as the **Pacific Northwest Black Community Festival**) agree to allow _____ to operate the following Concession during the **Pacific Northwest Black Community Festival**, August 13th – August 15th, 2010 under the following conditions:

1. The distribution activities are limited to the period of August 13th -15th, 2010 inclusive, during the **Pacific Northwest Black Community Festival** from the hours of 12:00 p.m.- 9:00 p.m.
2. Those Concessionaires/Representatives(s) shall be responsible for all required permits or licenses from the city of Seattle, King/Pierce County and the State of Washington.
3. That said representative(s) shall be set-up in a location to be determined by the **P.N.B.C.F.** booth committee staff.
4. That said Concessionaires/Salesperson(s) shall arrive at **Jimi Hendrix Park** and **Sam Smith Park** Grounds between the hours of 8:00 a.m. and 10:00 a.m., each day of the Festival in supply vehicles approved by the **P.N.B.C.F.** and the booth committee. All unauthorized vehicles shall be removed from the grounds by 10:30 a.m. each day of the Festival. Vehicles may return to the grounds between 9:00 p.m. and 10:00 p.m. each day for load-up, but must be off the grounds by 10:00 p.m.
5. It shall be the sole responsibility of the above name representative(s) to provide means to protect their property at all times, including supplies, fixture and equipment, and to hold the **P.N.B.C.F.**, and the City of Seattle harmless from liability.
6. That all sale equipment be provided by the seller(s) named above.
7. That the **P.N.B.C.F.** , and the City of Seattle shall not be responsible for any damage, injury or theft that may happen to said sales or to the representative(s), their employees, agents or property connected with their business from any cause whatever prior, during or subsequent to the period covered by this agreement, and the above named Representative(s) hereby recovered by this agreement, and the above named Representative(s) hereby release(s) the **P.N.B.C.F.** and the City of Seattle, from and agrees to hold them harmless against all claims for any such loss, damage or injury.

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8. No Representative(s)/Concessionaire shall offer for sale any beverages. The sale of all beverages will be conducted by the **P.N.B.C.F.** Absolutely **NO ALCOHOLIC BEVERAGES WILL BE ALLOWED ON THE FESTIVAL GROUNDS.**

9. That said Representative(s) shall at all times comply with all applicable laws, ordinances, rules and regulations and order of Federal, State, County and City Government. Said Representative(s) shall abide by all rules, Regulations and Directives prescribed by the **P.N.B.C.F.**

10. No Concessionaire shall offer for sale or rent at the Festival any property, food, or other merchandise or service that is misbranded, nor shall misrepresent the size, quality, capabilities or other characteristics of any food, merchandise or service offered for sale or rent.

11. **P.N.B.C.F.** has a right to disapprove merchandise and prices. In order to protect the public visiting the Festival grounds from price gouging and to ensure that a variety and diversity of food, merchandise and entertainment are offered to the same, the **P.N.B.C.F.** reserves the right to

- Prohibit price gouging: Disapprove the price of any food, item of merchandise or service that is substantially similar business in the area and prohibit the charging of such substantially higher prices.
- Prohibit the sale of objectionable materials: Prohibits the sale of any food, item of merchandise to service that is unsafe; that portrays the **P.N.B.C.F.** or any aspect thereof in an incorrect or misleading way or manner; that is an appropriate for a family-oriented recreation and entertainment facility such as the "**Pacific Northwest Black Community Festival**"

12. That said representative(s) agrees that she/he will not discriminate by segregation or otherwise against any person(s) because of age, sex, race, creed, national origin or physical handicap in furnishing, or by refusing to furnish such person(s) use of such service.

13. That said representative(s) agree to allow the **P.N.B.C.F.** to photograph or record the above described activity and permit use of such photographs or recordings for publicity purposes.

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14. That said representative(s) agree to use only electrical appliances with loads as listed on the application form submitted by representative(s) and confirmed by the Booth Committee of the **P.N.B.C.F.** any changes in electrical use must be negotiated before this contract is signed and returned, it is further understood that by returning this contract, the Representative(s) is/are agreeing to use only the appliances and load listed on the application. Furthermore, the **P.N.B.C.F.** reserves the right to check power consumption and electrical appliances further, that the **P.N.B.C.F.** reserves the right to disconnect any electrical appliances which does not conform to the previously confirmed appliances.

15. That no representative or concessionaire shall offer for sale or distribute any merchandise which dawns or displays the name "**Pacific Northwest Black Community Festival**" or trademark unless said representative/concessionaire has made prior arrangements with the **Pacific Northwest Black Community Festival**.

16. That all representatives or concessionaires be responsible for the disposal of all of their own trash. If negligent in this manner, one warning will be issues after which the **P.N.B.C.F.** reserves the right to dispose of said trash and impose a \$30 fee per incident.

17. Anyone caught in violation of any State, County, City, or **Pacific Northwest Black Community Festival** rules or regulations, subjects them to a fine and or removal from the premises with no refund.

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I _____ have read and understand the above agreement.
My signature below constitutes acceptance of the above agreement.

Signature

Date

Rain Clause: We will not refund money because of rain, if it rains, we will have the event.

Electrical: Electrical needs will be negotiated on an individual basis. The cost will be passed on to those who are concessionaires.

Concessionaire's

Name Business Name

Concessionaire's

Signature Address

P.N.B.C.F Representative

Signature Date

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Food Concession Form

RESTAURANT/ORGANIZATION: _____

Contact Person: _____

Address: _____

City: _____ State: _____ ZIP _____

Each Food Vendor is responsible for meeting and being aware of all City/County Health Department requirements. For information contact the Health Department. Food workers or Food Handler's permits are required for persons working in food booths.

The booth set-up fee of \$350 provides the following services:

10'x10' Space, Electrical Power and hookup (you must provide a heavy duty 15' grounded electrical cord) and 30 gallon garbage can.

All Representatives/Concessionaires will be responsible for the disposal of all of their trash/garbage. If negligent in this matter, one warning will be issued after which the **PNBCF**, reserves the right to dispose of said waste and impose a \$30 fee per incident without additional warning.

A city of Seattle business license is not required; a Master License has been acquired by the **PNBCF**.

A few selected Concessionaires with vehicles specially designed for food will be assessed an additional \$100 for oversized. (\$450 total).

If you have a portable vehicle or a vehicle specifically designed for food, please describe it and enclose a photo with your application.

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Exhibit and Concession Booth Application

Today's Date _____

Contact Name: _____ Phone: (____) _____

Organization/Business Name: _____

Address: _____ City: _____ State: _____ Zip: _____

CHECK BOOTH TYPE REQUESTED: Complete applicable section, attach additional sheet if necessary. Make checks or money orders payable to **PACIFIC NORTHWEST BLACK COMMUNITY FESTIVAL** and return to the above address. **Do not mail cash. PERSONAL CHECKS ARE NOT ACCEPTED.**

- | | | |
|--------------------------|--|----------|
| <input type="checkbox"/> | Food* | \$350.00 |
| <input type="checkbox"/> | Retail Merchandise (Local) | \$250.00 |
| <input type="checkbox"/> | Retail Merchandise (Out-of-State Business) | \$300.00 |
| <input type="checkbox"/> | Information – Corporate | \$500.00 |
| <input type="checkbox"/> | Information – Business or Organization | \$350.00 |
| <input type="checkbox"/> | Information – Non-Profit Organization | \$175.00 |

Food Booth: (Must be accompanied with local Temporary Food Permit). List all items to be sold including beverages, if any and prices.

Retail Merchandise Booth: List type and nature of item(s) to be sold.

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Information Booth: List nature of information to be distributed.

Number of booths requested _____ Amount enclosed \$ _____. If you furnish your booth, it must be no larger than 10'x10'. Discuss any special requirements with the **PNBCF Staff**. * **Concessionaires with and over-sized vehicles specially designed for food will be assessed an additional fee of \$100.00.**

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