

**2013 THURSDAYS ON FIRST & 3rd  
DOWNTOWN ROCHESTER SUMMER MARKET & MUSIC FESTIVAL  
ARTIST/VENDOR CONTRACT**

This agreement, made on the \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between the Rochester Downtown Alliance, hereinafter referred to as “RDA”, and \_\_\_\_\_ hereinafter referred to as “Vendor”, sets forth the agreement of the parties relative to the **Thursdays on first & 3<sup>rd</sup> Summer Market & Music Festival**, hereinafter referred to as “event”.

**Section 1 ~ Schedule**

1. The event will run every Thursday from June 6<sup>th</sup> through August 29<sup>th</sup>, excluding July 4<sup>th</sup>, creating a 12-week market. **To create more variety, contracted vendors will be allowed scheduling options, which allow the vendor to specify which week(s) the vendor WILL be participating if not for the whole 12 weeks.**
2. Event hours will be 11:00am - 8:30pm with live music and performances running the noon hour and between 4:00pm-8:30pm. Vendors are allowed to begin packing **no earlier than 8:00pm and cannot tear down tents until 8:30pm at the end of the market day.** NOTE: street barricades will only be opened once it is safe to do so with our event guests dispersing (refer to the Load-Out Procedure in Section 4.5b and 4.6).
3. **RDA staff will remain in the event area between the hours of 7:00am and 10:00pm.** The public streets where the event takes place will be closed during these hours. **Promptly at 10:00pm, streets will be re-opened to through traffic.** Any vendor who remains on the streets after 10:00pm does so at his/her own risk. It will not be the responsibility of RDA staff to remain on the street with you after this time.
4. **July 25<sup>th</sup>** is the Downtown Merchant Sidewalk Sale. Downtown Merchants will be using space on Peace Plaza and the North section of First Avenue (see map). If you would like to participate on that date, please note you may need to be moved to an alternative location for that week if one is available. Limited Artist/Vendor space will still be available on the South end of First Avenue. This will be offered on a first come, first served basis.
5. Downtown businesses located within the special service district have priority of space, if they meet the application requirements. Once approved by the jury panel, their location requests will be granted first.
6. All vendor applications are due by **March 1<sup>st</sup>, 2013.**
7. Invoices will be sent out with payment options, ST19 forms, parking information and welcome/approval packets no later than **March 22<sup>nd</sup>, 2013.**

**Section 2 ~ Costs**

1. The cost of (1) booth (10x10 canopy) to vend at the event is **\$75.00** per week for all locations. No discounts will be offered aside from the full-payment in advance discount (see section 2.6).
2. Vendor booth sizes are 10x10 and if larger space is needed, then rental of that space would be double (10x20), \$150.00, and RDA staff will determine where double booths will be placed in the layout.
3. Should a vendor start ‘shifting’ their allocated space, the vendor will be asked to remain in their assigned (clearly marked out) spaces OR forfeit deposit and miss the next Thursday’s market at no refund.
4. You and your business are responsible for taxes paid on items sold at the event. Neither the RDA nor event sponsors are responsible for your taxing responsibilities. **An official ST19 form submitted to the RDA is due by May 17<sup>th</sup>, 2013.**



5. Invoices will be **sent** out with payment options in the welcome and approval packets no later than **March 22<sup>nd</sup>**.
6. Invoice options include:
  - a. **Payment in full (in advance of market):** Full payments for market dates in advance are due by **May 17<sup>th</sup>**. *Those who choose this option will be offered a 10% discount off the total invoiced amount.*
    - i. ***\*\*Please do not make any payments until you have been accepted into the market and received your welcome packet in the mail with a detailed listing of dates you have received. Please do not assume you have been accepted into the market or that you have received all of the dates that you applied for. Your welcome packet will confirm your acceptance and dates.***
  - b. **Two Payments:** Payments may be broken down into two parts. An initial payment of 50% of your total will be due in advance of the market by **May 17<sup>th</sup>**. A second payment of your remaining 50% balance will be due mid-season by **July 12<sup>th</sup>**. If your remaining balance is not paid by July 12<sup>th</sup>, then you will forfeit the remainder of the market, and your spot will be filled. There will be no discount offered for the two-payment plan.
7. If you are on the waiting list and receive additional market dates, payment will be due at the market for those dates.

### Section 3 ~ Reimbursement, Cancellation & Termination Policies

1. **All paid monies are non-refundable unless specifically stated.**  
***\*\*Paid monies includes what you are invoiced for (amount owed for dates you've been signed up for).*** \*\*
2. **Cancellations:**
  - a. **If RDA Cancels:** This is an outdoor market, and therefore rain and other unpredictable factors are always a possibility. If your product/service or setup cannot handle outdoor weather, this may not be the market for you. The event is immediately over when evacuation orders have been issued by RDA staff (refer to RDA's Evacuation Procedure for specific details concerning weather conditions and cancellations).  
  
**No reimbursements will be applied to any event dates cancelled by RDA due to weather or other unpredictable factors, as all paid monies are already accounted for and applied towards the marketing of the event, promotional items and entertainment.**
  - b. **If Vendor Cancels:** If you decide to cancel any market dates, you must give as much advanced notice as possible, so that staff may try to fill your booth space from the waiting list. A minimum of 1 week advanced notice must be given in order for RDA to reimburse you for a cancellation **AND** we must be able to fill your spot from the waiting list in order for that reimbursement to be applied. If RDA staff is unable to find a replacement prior to 24 hours before the event for the market dates you will be absent, you will not be reimbursed.
3. **Termination:** The RDA reserves the right to terminate any vendor in violation of any policy or procedure, including ill-behavior toward RDA staff and volunteers, event attendees, and/or other vendors, without warning. No refund will be issued.

### Section 4 ~ Layout/Setup/Loading

1. Refer to the attached event layout maps.



2. Booth availability and special requests are considered on a first-come, first-serve basis. A combination of a time-stamp process and the number of event dates requested by the vendor applicant are used by staff to consider special requests; the time-stamp process is **NOT** used to determine whose products will be in the market. Rather, a blind jury process by an unbiased jury committee will be used to review each application for acceptance into the market. All vendors **MUST** be juried for the event, even if you have participated in past years. See **Section 5-Jury Process** for specific information.
3. Vendors must be set up to take sales from 11:00am to 8:30pm -**No Exceptions** (unless special permission was given by staff for some unforeseen reason). To better organize the flow of vendor set-up, each vendor will be sent a **specific** set-up timeslot. Vendors **MUST** be at the market at their set-time. YOU will **not** be able to set up early. **If your time is missed, the street barricades will be closed, and you will have to cart your items in.**
4. Vendors must come prepared with enough products in order to stay open until 8:30pm. If for some reason a vendor sells out of their product, they are still expected to stay until 8:30pm (closeout time) in order to present a full market. Those who leave early without notifying an RDA staff member may be asked to forfeit the following week's market, as there are waiting lists of people who want to be there for the full day.
5. The event will only allow load-in and load-out in designated areas and times. We ask that vendors be considerate of other vendors and patrons during load-in/load-out.
  - a. **Load-in procedure:** 1. Follow directions of RDA staff/volunteers to your assigned load-in/load-out space; 2. Swiftly unpack vehicle; 3. Follow RDA staff/volunteers slowly driving your vehicle out of event zone before you begin to setup; 4. Return after parking your vehicle to set up your booth.
  - b. **Load-out procedure:** 1. Pack up all product and booth; 2. Retrieve your vehicle from parking; 3. Follow directions of RDA staff/volunteers to your assigned load-out space; 4. Swiftly pack vehicle; 5. Follow RDA staff/volunteers slowly driving your vehicle out of the event zone.
6. Vehicles are not allowed within the market space until **AFTER the music ends and the crowds have dispersed.** RDA will open area for vehicles once the majority of the people have cleared from the path. **DO NOT** try to drive into a space with people still in the street. If barricades are still closed, you will have to circle the block until RDA staff opens the street. Also, use the utmost caution when entering the market space with your vehicle...cars and people don't mix!
7. Each vendor **MUST** provide a canopy (10x10), their own tables and signage for their own booth. Your canopy **MUST** be weighted down with at least **30 lbs** per leg (see FAQ sheet for creative ideas). This is extremely important as your tent, or items within, can blow around and cause injuries or property damage.
8. A sign or banner with your business name is recommended (12"x20" minimum) so that customers know whom to look for when they return for more business. The signs / banners are to be affixed to your canopy. No signs or banners are allowed to be hung or posted on plaza light towers or adjacent buildings, in addition to no sandwich boards outside of your booth area. Business cards and other marketing materials are highly recommended.
9. There is limited electricity for vendor usage. Food vendors will first be accommodated for electrical needs. If you need electricity for your booth, specify your request including the amount of voltage you need and what you will use electricity for in your application. Note that electricity is not guaranteed just because you request it.

## Section 5~Jury Process

1. All items you are proposing to sell must be juried. You may not add products later in the season unless the jury approves your additions. An unbiased jury committee comprised of artists and members of businesses/organizations who have related backgrounds will blindly review each application for acceptance into



the market. Note: RDA staff facilitates the jury process but does not play a role in deciding which vendors will or will not be in the market. **All applications are due no later than March 1<sup>st</sup>, 2013 to be included in the jury process.**

2. **Jury Process Criteria** consist of the following:
  - a. **Original, unique products**
  - b. **All products are hand-made by you, the artist**
  - c. **You must list all products you intend to sell on your application.**
  - d. **You, the artist, will be present** at all times during the market selling your products. *\*\*One exception applies; see Artist Representation Rule below\*\**
  - e. **You MUST submit an Artist's Statement** addressed to the jury describing in approximately 25 words your work in terms of unique concept, creative process, technique and materials used.
  - f. **You MUST submit one color image of you making the work you intend to sell and 1-2 color images of your completed work** in either print or a JPEG electronic format (5 MB or less per e-mail) with your application. Note: Images will not be returned, and by signing this agreement, you give RDA permission to use your images for RDA (Thursdays on first) marketing purposes.

*\*\*Failure to meet all guidelines or provide an Artist's Statement and color images will result in an **incomplete application** and will not be reviewed by the jury committee.*

3. **Product Category Guidelines:** To ensure product variety within the market, the jury will accept a limited number of applications within each product category (for a full list of product categories, see page 6). The jury committee **MUST** approve the general character of items for sale. To score the most points with the jury, we encourage you to fully explain why your products are unique and original to the Thursdays on first & 3<sup>rd</sup> Market in your Artist's Statement.
4. **Artist Representation Rule:** Please note: Art galleries or other handmade artist work that may have been represented by others at the market in the past, must comply with the following rule. There must be at least one artist present whose work is being sold at the market each date that the vendor signs up for in order to attend the market.
5. **Non-Juried Products:** In the event that a vendor is found to be carrying or selling products that did not originate with their operation and did not receive permission by RDA staff, the vendor will be suspended for the remainder of the market season. (See section 2 regarding refunds).
6. **Grandfathering Rule:** There will be **NO** Grandfathering into the Thursdays on first & 3<sup>rd</sup> Market. Thursdays on first & 3<sup>rd</sup> is a Summer Arts & Music Festival unlike other artisan vendor shows in the area. Thursdays on first & 3<sup>rd</sup> is unique in its own way, in that it does not allow for artisans to be grandfathered into the market year after year, which continues to allow for artistic variety. There is no guarantee to any vendors that they will receive the same spot every year; however, all location requests are taken into consideration and are honored in the order in which your application is received once you've been accepted by the jury.
7. **Rebuttal Rule:** If you are not accepted into the market by the jury, there will be no rebuttals allowed.

## Section 6 ~ Parking

1. Parking may be arranged directly with Lanier Parking Solutions: 507-282-4545. A variety of parking options for both vehicles and trailers/oversized vehicles are available in downtown Rochester. Please visit the City of Rochester's Public Parking Ramps, <http://www.rochesterparking.com/>, to review your options and make appropriate accommodations. NOTE: we recommend not reserving parking until you receive your Welcome Packet.



2. To accommodate more vendors, **NO VEHICLES** (cars, trucks etc.) **or TRAILERS** will be allowed to remain on the market space or behind your booth. Personal vehicles and trailers will be allowed into the market street space during load-in and load-out times only.

## Section 7 ~ Presentation

1. RDA will generally attempt to not put competing product in front of downtown merchants or next to one another when the market layout is established. However occurrences, such as last minute cancellation replacements, may occur when substituted from the waiting list.
2. Please take into consideration that you are part of your display and your display reflects the market. We aim for a clean attractive look to the event. Please present **clean hygiene** and behave in a manner that promotes the advancement of the event. Our customers should enjoy a positive visit to our event.
3. **No smoking** by **any** vendors/employees in the event perimeter: This is Health Department rule, and will be strictly enforced for all event vendors.
4. You must remove any trash created by your stand, and provide your own receptacle; hauling away upon load-out. The trash / recycling containers set in the market area by RDA are for attendees' use and not intended to handle vendor-generated trash. Bring a broom and dust pan to clean your area before, during and after the event to keep the market user-friendly.

## Section 8 ~ The Rest

1. You must be 18 years of age or older to legally enter into this contract.
2. **Weather:** To more effectively communicate RDA staff decisions made due to weather conditions, the RDA is requesting that each vendor provides a cell phone number on his/her application. Rochester Emergency Alerts (<http://alerts.rochestermn.gov/>) will be sent out via text by RDA staff to the Thursdays on first group to notify vendors of threatening weather as well as the decision made to evacuate the premises.
3. The RDA or any associated businesses or sponsors are not responsible for any accidents that take place as a result of your vending at the event.
4. The RDA is not responsible for any goods that you sell that in any way cause harm to the purchaser of your goods or services provided at the event.
5. In the event that a vendor is either unable or unwilling to fulfill contracted participation in the event for any reason, the vendor must notify the director immediately and the event committee reserves the right to fill that vendor space with another vendor from the wait list. (See section 3 regarding reimbursements).
6. All authorized vendors participating in the event shall be individually and severally responsible to the RDA for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the vendor's negligence or that of its servants, agents, and employees, and all vendors hereby agree to indemnify and save the RDA harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the RDA by reasons of the vendors' negligence or that of its servants, agents and employees; provided that the vendors shall not be responsible nor required to indemnify the RDA for negligence of the City, its servants, agents or employees. No insurance is provided by the RDA to participants in the street market.



**2013 THURSDAYS ON FIRST & 3rd  
DOWNTOWN ROCHESTER SUMMER MARKET & MUSIC FESTIVAL  
ARTIST/VENDOR CONTRACT APPLICATION**

Are you 18 years of age or older? Yes \_\_\_\_\_ No \_\_\_\_\_

I accept the contract terms stated above (please **print** your legal name legibly):

\_\_\_\_\_

**Vendor Signature:** \_\_\_\_\_

Print **Business Name:** \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Email address: \_\_\_\_\_

*\*\*A valid cell phone is necessary to send Rochester Emergency Alert messages. See Section 8.2 for more information.*

Co-Vendor Signature (if applicable): \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**Print** Co-Vendor Name: \_\_\_\_\_

**Product Category (Please check as many as apply):** Drawings/Paintings/Wall Art\_\_\_ Photography\_\_\_ Jewelry\_\_\_

Woodworking \_\_\_ Textiles/Cloth Materials\_\_\_ Paper Goods\_\_\_ Sculptures (wood, metals, ceramic, resin) \_\_\_

Pottery/Glassware \_\_\_ Soaps/Candles/Cleaning Supplies \_\_\_ Services \_\_\_ Other \_\_\_\_\_

Please list the specific products you intend to sell:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please include an Artist's Statement that describes in approximately 25 words your work in terms of unique concept, creative process, technique and materials used (*write legibly*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Special Requests (please provide 2 location choices here—note 1<sup>st</sup> & 2<sup>nd</sup> choices for which section you would like to be located) *\*location requests are NOT guaranteed:*

1. \_\_\_\_\_

2. \_\_\_\_\_

Other Special Requests:

\_\_\_\_\_  
\_\_\_\_\_

Are you requesting electricity? Yes \_\_\_\_\_ No \_\_\_\_\_ If so, how much voltage? \_\_\_\_\_

What is the reason for your electricity request? \_\_\_\_\_

**\*\*Note: Electricity is NOT guaranteed (see Section 4.9).**

\_\_\_\_\_

Number of weeks requested: _____			Number of 10x10 spaces requested _____ (Only 1 space is guaranteed per business/vendor if accepted)		
<b>Circle the specific Thursdays you WILL be PARTICIAPTING (Event cancelled for July 4<sup>h</sup>):</b>					
June 6	June 13	June 20	June 27	July 11	July 18
July 25**	Aug 1	Aug 8	Aug 15	Aug 22	Aug 29

\*\* Downtown Merchant’s Sidewalk Sale; vendor space limited to South end of First Avenue & original vendor location may be relocated for that day.

\_\_\_\_\_

**PARKING:** A variety of parking options are available in downtown Rochester ([www.rochesterparking.com](http://www.rochesterparking.com)). Please contact Lanier Parking Solutions directly to arrange parking accommodations: 507-282-4545. NOTE: we recommend NOT reserving parking until you receive your Welcome Packet.

Payment Invoices with options, ST19 forms and parking information will be sent out **March 22<sup>nd</sup>** to those accepted through the jury process.

\_\_\_\_\_



**Application Checklist:**

	Did you fully <b>read the contract</b> and <b>complete pages 6 &amp; 7?</b>
	Did you <b>sign page 6</b> of the contract application?
	Do <b>all products</b> you intend to sell <b>meet the Jury Process Criteria</b> as stated in Section 5 of the contract?
	Did you include an <b>Artist's Statement</b> that describes in approximately 25 words your work in terms of concept, creative process, technique and materials used?
	Did you include <b>one color image of you making your product and 1-2 color images of the finished products</b> you intend to sell? Print or JPEG electronic formats (5 MB or less per e-mail) are accepted. <i>For electronic photo submissions, email files to <a href="mailto:cstephenson@rdowntownalliance.com">cstephenson@rdowntownalliance.com</a>.</i> Note: Images will not be returned, and by signing this agreement, you give RDA permission to use your images for RDA (Thursdays on first) marketing purposes.

**\*\*Failure to meet all guidelines or provide an Artist Statement and color images will result in an incomplete application and will not be reviewed by the jury committee.**

Please keep a copy of this form for your reference and send the original pages, Artist's Statement and photos for jury submission to RDA by mail, email ([cstephenson@rdowntownalliance.com](mailto:cstephenson@rdowntownalliance.com)), or fax: 507-282-8960 by Friday, **March 1<sup>st</sup>, 2013** (*all late submissions will still need photos submitted, and will be considered – however, those who have applied by the deadline will have their requests fulfilled first for locations, and RDA reserves the right to re-locate vendors for any of the aforementioned reasons*).

Caitlin Stephenson - TOF Vendor Coordinator  
RDA Marketing & Events Coordinator

Melissa Schmid - TOF Director  
RDA Events Director

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