



Fabulous 5th Avenue Festival

Sunday, May 19, 2024

10AM - 6PM

Sterling Pl - 12th Street

Organization/Business Name: _____

Contact: (First) _____ (Last) _____

Previous Participant? Y N Clearview Account #: _____

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

Phone #: _____ - _____ - _____ Email Address: _____

NYS Sales #: _____ Non-Profit Organization EIN # _____

Consumer Affairs Permit #: (Merchandise Vendors Only) _____ Start Date _____ Exp. Date: _____

Food Handlers Permit #: (Food Vendors only): _____

H15 # (Temporary Food Service Establishment Permit): _____ Exp. Date: _____

Items for sale, promotion or distribution: _____

Vendor Registration Fee (Indicate # of spaces needed)

Merchandise Vendors

___ \$160 per 10x10 space (visa/mc)

___ \$150 per 10x10 space (check/money order)

Art & Crafts Vendors

(3+ Photos required, pending approval)

___ \$125 per 10x10 space (visa/mc)

___ \$115 per 10x10 space (check/money order)

Food & Beverage Service Vendors

___ \$405 per 10x10 space (visa/mc)

___ \$390 per 10x10 space (check/money order)

Non-Profit Community Organization

___ \$55 per 10x10 space (visa/mc)

___ \$50 per 10x10 space (check/money order)

NATIONAL/INSTITUTIONAL/REGIONAL MARKETING RATE: \$750

Credit Card #: _____ CVV #: _____ Exp. Date: _____ **Visa/Mastercard only**

I authorize Clearview Productions to charge the above credit card for this event and clearly understand that this is a FINAL TRANSACTION

SUBMIT APPLICATION WITH CREDIT CARD INFO VIA FAX: **646-230-0718** or EMAIL: info@clearviewfestival.com

Make CHECK (**30 DAYS IN ADVANCE**) OR MONEY ORDER PAYABLE TO: **CLEARVIEW PRODUCTIONS** 630 Ninth Avenue, Ste 417 NY NY 10036

As a condition to its participation in the Festival, Exhibitor: (1) confirms that it has and or will obtained a policy of general liability insurance covering Clearview Productions, Inc ("Clearview"), (2) agrees that Exhibitor (and its insurer) will hold harmless and indemnify Clearview from and against any liability, loss, cost or expense (including attorney's fees) arising from claims brought by third parties due to acts, omissions, or negligence of Exhibitor or its agents or employees.

Signature below acknowledges Credit Card Authorization as a Final Sale and acceptance of general terms and conditions 1-10 as outlined on page two (2);

Printed Name: _____ Signature: _____ Date: _____

TERMS AND CONDITIONS

1. Exhibitor shall stay within Exhibitor's assigned space and shall not block the sidewalk, impede the free use of the center of any street or any crosswalk or interfere with the use of other exhibits or Festival events. No one shall set up equipment or property within 8 feet of a fire hydrant. If Exhibitor shall require electric power, Exhibitor shall make its own arrangements (generators must be lower than 60 decibels).
2. Exhibitor must at a minimum have a representative at each assigned space by 10:00 am. Failure to do so will result in the Producers precluding the Exhibitor from participation and the Exhibitor shall not be entitled to any refund. Producer may re-rent the space to another exhibitor and shall have no liability to the original Exhibitor.
3. The use of the exhibit space shall be only by the Exhibitor assigned to it and Exhibitor's employees. Exhibitor may not assign its space or any portion thereof to any other exhibitor or individual without the express prior written consent of Producer. Producer reserves the right to move Exhibitor at any time during the course of the event for any reason whatsoever. Exhibitor cannot sell the same merchandise as the Storeowner behind them. If this situation arises, bring it to the Producers attention immediately and the necessary action will be taken to secure the Exhibitor another location in the event.
4. Producer may cancel the event on notice to Exhibitor:
 - a. if the Festival fails to get the necessary government approvals;
 - b. if an insufficient number of Exhibitors shall have applied and been accepted;
 - c. in the case of actual rain or other precipitation as described below;
 - d. by reason of any other circumstance beyond Producer's control;
 - e. subject to Community Board Approval;
 - f. Act and/or Threat of Terrorism.

Provided Producer shall have proceeded diligently and at all times acted in good faith, Exhibitor's sole remedy upon cancellation shall be transfer of Exhibitor's Agreement to an Equivalent event determined by the Producer. No Transfer or Refund shall be made for any cancellation by reasons of weather conditions.

5. The event will not be canceled by reasons of inclement weather before 11:00 am on that day. Producer shall have the sole right to order the cancellation which right shall not be exercised unless there is actual precipitation sufficient in Producer's judgment to deter or significantly diminish public attendance or any condition that is potentially dangerous to the Exhibitor or General Public. Upon cancellation of the event, Exhibitor must pack up his/her space and vacate the premises within 30 minutes of the cancellation. Once cancellation is issued NO REFUNDS – NO TRANSFERS – NO CREDITS - NO EXCEPTIONS.
6. Producer may exclude or terminate Exhibitor's participation in the event and shall have no obligation to refund any payment or transfer any contract rights if Exhibitor has failed to comply with the Terms & Conditions of this Agreement.
7. Producer shall not be liable to Exhibitor for fire, theft, casualty or other loss, nor any act or omission to act of Producer not inconsistent with this Agreement, unless such act or omission to act is grossly negligent or fraudulent.
8. Exhibitor and all Exhibitor's employees shall desist from rowdiness, loud or offensive speech and other conduct annoying to other vendors, the sponsor and the public. Exhibitor agrees to comply with all Community Board Guidelines as well as all current NYC & State Laws and Regulations.
9. The sale, marketing and or distribution of counterfeit merchandise, CBD/ THC related products and toy guns is prohibited. Any Exhibitor found doing such will be ejected immediately from the Festival with no refund.
10. **As a condition to its participation in the Festival, Exhibitor: (1) confirms that it has obtained a policy of general liability insurance covering Clearview Productions, Inc ("Clearview"), and a certificate of insurance will be provided to Clearview prior to the Festival ; (2) agrees that Exhibitor (and its insurer) will hold harmless and indemnify Clearview from and against any liability, loss, cost or expense (including attorney's fees) arising from claims brought by third parties due to acts, omissions, or negligence of Exhibitor or its agents or employees.**

I hereby accept the above Terms & Conditions as denoted by my signature on Page 1.