



A. Health Regulations: All vendors participating in the Old Metairie Garden Club's (OMGC) Art In The Park Festival are individually responsible for complying with all federal, state, and local law regarding food handling and sales. Vendors shall carry all the proper permits for the sale of their items.

B. Hold Harmless Clause: All authorized vendors participating in the OMGC Art In The Park Festival shall be individually and severally responsible to OMGC, Art In The Park Festival, its board, officers, members, sponsors, and volunteers for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the vendors' participation in the festival sponsored by OMGC, or that of its representatives, agents event sponsors, sub-contractors, and employees. All vendors hereby agree to indemnify and save OMGC harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by OMGC by reason of the vendors' participation in the markets sponsored by OMGC or that of its volunteers, agents, sub-contractors, and employees.

C. Insurance: No insurance is provided to participants in the OMGC Art In The Park Festival. Each food vendor must carry their own product and general liability insurance. All food vendors must provide to OMGC proof of the following: (1) inclusion of OMGC as additional insured and (2) \$1,000,000 in product liability coverage.

D. Vendor Displays, Space Assignment and Space Care: Vendor space will be assigned by OMGC Art In The Park Festival. Vendors can display items on tables facing the public or on back tables (if necessary), but not on the ground. Canopies (not to exceed 10' x 10'), OMGC recommends flame retardant, and umbrellas are allowed but must be properly weighted or otherwise anchored. OMGC Art In The Park Festival representatives reserve the right to request that a tent or umbrella be removed for safety reasons. Vendor sales slots are assigned according to availability and retail considerations. Trash service is not provided by OMGC. All vendors shall clean up their areas at the end of the OMGC Art In The Park Festival. Disposal of market product or excessive trash by vendors in public cans is a OMGC Art In The Park Festival infraction and is grounds for removal from the OMGC Art In The Park Festival.

E. Sales Tax and Permits: Each vendor shall be responsible for collecting and reporting their own sales and sales taxes, where applicable according to all federal, state and local laws. OMGC Art In The Park Festival is not responsible for obtaining or maintaining the appropriate licenses or permits needed by the vendors. OMGC Art In The Park Festival is not responsible for advising their vendors regarding any federal, state or local regulations or law. ALL vendors must have an inspected fire extinguisher as per the regulations set by the State Fire Marshal.

F. NOT PERMITTED, PROPER DECORUM, AND AT FESTIVAL: FIREARMS, KNIVES, FIREWORKS, DRUGS, TOBACCO PRODUCTS OF ANY KIND, SMOKING, STOLEN ITEMS, PORNOGRAPHIC MATERIALS OR ANIMALS (unless service animal), ITEMS THAT BY SALE OR POSSESSION ARE IN VIOLATION OF CITY, PARISH, STATE, OR FEDERAL LAW ARE NOT PERMITTED. SHOULD A VENDOR NOT ACT IN ACCORDANCE WITH THE PRINCIPLES OF THE OLD METAIRIE GARDEN CLUB IN MAINTAINING THEMSELVES WITH PROPER DECORUM, THE OLD METAIRIE GARDEN CLUB RESERVES THE RIGHT TO BAN THE VENDOR FROM PARTICIPATION IN THE MARKET, AS THE MARKET PROGRESSES. VENDORS MAY BE SUBJECT TO NEW RULES AND REGULATIONS IN ORDER TO CONTINUE THEIR PARTICIPATION IN THE MARKET. THESE WILL BE PROPERLY FURNISHED TO THE VENDOR.

Sign X _____ Print _____

Date _____



RULES, REGULATIONS, AND INDEMNITIES

By submitting this vendor interest form, you agree to the following:

- Vendors must have original, one of a kind, locally, handmade art.
 - Each booth area is approximately 10' x 10'.
 - Sub-leasing is not permitted. Only one vendor/business allowed per space and application. No sharing.
- Vendors will supply their own tables, chairs, signage, tents, displays, racks to hang materials, and extension cords.
 - The booth must be occupied by the vendor or one of their agents at all times while the Festival is open.
 - Vendors are allowed to set-up no earlier than 1:00 pm and no later than 2:15 pm. After 2:15 pm, late or no-show space will be reassigned to those vendors on the waiting list.
 - Let Old Metairie Garden Club (OMGC) Art In The Park Festival representatives know upon application if you need electricity.
 - Let OMGC Art In The Park Festival representatives know upon application if you have any special needs.
 - NO vehicles may be kept within the Festival site.
 - Vendors must remain completely set up until 6:30 pm and are responsible for the cleanliness of their space during and after the Festival; public receptacles are not for vendors' disposal of Festival waste.
 - No call, no-show vendors or failure to pay rent for space will receive a one-year suspension from any events hosted by OMGC.

If accepted as a vendor, I AGREE to abide by the **RULES, REGULATIONS, AND INDEMNITIES** of the OMGC Art In The Park Festival; (if a food vendor) TO FURNISH a copy of \$1,000,000 liability insurance coverage with OMGC as additional insured; to carry any and all PERMITS and LICENSES (where applicable); TO SELL only arts produced by myself or my direct employee(s).

I FURTHER AGREE NOT to hold responsible OMGC, including the Festival's sponsors, its members, representatives, sub-contractors, and employees for any loss or damages of my work, property or merchandise arising out of the sales of my products or from my presence on the Festival site.

All authorized vendors participating in the OMGC Art In The Park Festival sale be individually and severally responsible to OMGC, Art In The Park, its board, officers, members, sub-contractors, volunteers, and employees. All vendors hereby agree to indemnify and save OMGC harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by OMGC by reason of the vendors' participation in the Festival sponsored by OMGC or that of its sub-contractors, volunteers, agents, and employees as well as Festival sponsors.

I agree to all rules and regulations stipulated and understand that no refunds are made for cancellations.

Sign X _____ Print _____

Date _____



An outdoor festival celebrating the arts and playing a role in the revitalization of Old Metairie's Bayou Metairie Park.

*Festival Date: Saturday, October 8, 2022
(Rain date: Saturday, October 15, 2022)*

Festival Time: 2:30-6:30 PM

Festival Location: Bayou Metairie Park, 2713 Metairie Rd

Contact Email: OMArtInTheParkFestival@gmail.com

Thank you for your interest in becoming a vendor for the Art In The Park presented by the Old Metairie Garden Club! To be accepted into the Festival, please complete the application and read, sign and email all three (3) pages which includes our rules, regulations, and indemnities.

APPLICATION First Come First Served Basis, Final Submission Date is August 19, 2022

- Pictures of your work must be submitted with your application to be considered. Proving websites and social media links are acceptable.
- A Paypal link will be provided via www.oldmetairiegardenclub.com for payment. The non-refundable fee/payment is required within 72 hours of approval to secure a spot. If not received within 72 hours, your spot will be forfeited and the next vendor on our wait list will be invited to attend. If you do not have Paypal, please contact us at OMArtInTheParkFestival@gmail.com within 24 hours to arrange another payment form.
- \$45 for Arts Vendors and \$25 for Food Vendors
- The vendor layout and instructions will be sent out one (1) week prior to the Festival day.

CONTACT & BUSINESS INFORMATION

Vendor Contact Name: _____

Vendor Business Name: _____

Address: _____

Phone: _____ *Email:* _____

Website and Social Media _____

Description of locally handmade art items to be sold (no mass-produced merchandise will be allowed to be sold)
