



# Indiana Pirate Festival

## 2017 Vendor Application and Agreement

March 25, 2017: 10 AM to 6 PM

### Basic Information

Name: \_\_\_\_\_ Faire name if different: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Fax: \_\_\_\_\_ Website: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

**Merchandise to be offered:** Vendors may be asked to refrain from selling certain items in order to limit duplication of items between vendors. This is to ensure all vendors have equal opportunity to capitalize on their festival investment. Vendors displaying items not previously listed or approved may be asked to remove those items.

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

### Estimated Arrival

Vendors may begin setting up as early as 5 PM, on the Friday before the event. During the event vendor vehicles should park in the close parking lot across the street from the BK Club. Tear down is from 6pm to 7pm Saturday night to prepare for the evening event.

Friday 5pm to 8pm  Saturday 7am to 9am

Notes: \_\_\_\_\_

**Evening Events:** Vendors may attend the Saturday evening event at no charge (over 21 only).

**Booth Size:** Booth size is limited to an 8' wide by 8' deep space. 8' folding tables are available at no charge.

Booth Configuration Notes: \_\_\_\_\_ Booth space = \$25\*

Limited Large Booth Space: 16'w x 8'd booths are limited. Contact us in advance if interested. = \$50\*

**Utilities:** No electric is available to vendors.

### \*Raffle Donation

During the Saturday Evening event, a raffle is held to raise money for the Non-Profit. We've intentionally kept the booth prices low, but in exchange a "donation" is required from each vendor to the raffle with a minimum RETAIL value of \$20. Those Vendors taking advantage of the limited large booth spaces should make a donation of \$40 in RETAIL value (can be spread across 2 items).

Item(s) provided for the raffle? \_\_\_\_\_

**Weapon Sales:** Only those merchants who receive specific permission by the vendor selection committee of Entertaining History, Inc. are allowed to sell weapons. These merchants are responsible for having on-hand all federal, state and county permits to sell such items, and the merchant takes responsibility for all such sales. Weapons may only be sold to those age 18 and older. All weapons must be peace-tied/sealed at the time of sale, and for any weapon that cannot be properly peace-tied/sealed (such as any weapon sold without a scabbard), the vendor is responsible for carrying the weapon out of the festival and ensuring that the weapon is locked up in the customer's vehicle.

Selling weapons? Yes: \_\_\_\_ No: \_\_\_\_ If "yes", please describe: \_\_\_\_\_

---

---

## Vendor Selection

The Indiana Pirate Festival is not only a fun event, it is also an educational experience for guests. It is important that all vendor booths meet the theme as much as possible, including the products that are sold and the way the booth staff is dressed and behaves. **All new vendors or vendors who have made changes to their setup are required to submit pictures of their booth and staff along with their application.** The vendor selection committee at Entertaining History, Inc. will review all vendor applications for appropriateness and uniqueness of merchandise. Vendors and their booths that appear closest to the historical period have a greater chance of being selected by the committee.

Vendors who are not accepted by the committee will receive a full refund of their festival fees. Applications received by the second full week of February will receive notification by the first full week of March. Applications received after the second full week of February will receive notification as quickly as the committee can get to it. The full fee will be retained for accepted vendors that cancel after the second full week of March or for vendors that do not show up.

**WARNING: NO vendor will be accepted if application  
OR payment is received less than 15 days before the event.**

Also, Post-dated checks will not be accepted. So, Please be sure to get your application AND vendor fee in on time.

## Additional Rules and Guidelines

- **Alcohol:** All cast (including vendors) may not drink during festival hours.
- **Smoking/Vaping:** There is no smoking or vaping allowed in the BK Club.
- **Spiritualism:** To prevent apparent discrimination, vendors and merchandise of religious, spiritual or mystical items or agendas are not allowed (examples: Christianity, Fortune Telling, Judaism, Pagans, etc.).
- **Politics:** To keep things light-hearted, vendors and merchandise promoting political agendas are not allowed.
- **Customer Filching:** No vendor may lure festival guests away from any other vendor or show.
- **Minor Management:** All children 16 and under need to be accompanied by an adult guardian AT ALL TIMES, no exceptions.
- **Early Closings:** Vendor booths are expected to remain open and available for the entire time the festival is open. Closing prep should not begin until after 6pm each day.
- **Clean-up:** Vendors are required to keep the area in and around their booth clean and free of trash at all times.
- **Family Friendly:** This is a family event. Wardrobe and speech should be rated "G", for all audiences.
- **Stay in Character:** At anytime you are interacting with guests, try to stay in character with the theme of the event. Your voice, dress, products and booth should help immerse attendees in the event.
- **Taxes:** All merchants are responsible for payment of Indiana State Sales Tax where appropriate.
- **Insurance:** A certificate of liability insurance is required of all vendors who sell wares or perform demos that pose a potential danger to our guests (i.e. Swords, toy weapons, food, etc.). This coverage, for no less that \$250,000, should name Entertaining History, Inc./Indiana Pirate Festival (59445 Christine St., Mishawaka, IN 46544), the BK Club (721 S. West St., Mishawaka, IN 46544) as additional insureds. Insurance must be verified prior to the Festival otherwise the vendor may not set up and all monies paid to the Festival will be forfeited. Determination of this requirement is made by Entertaining History, Inc., so be sure to ask if you have questions.
- **Security:** Vendors are solely responsible for their own booth and merchandise.
- **Marketing:** All submitted pictures become the property of Entertaining History, Inc. and may be used for marketing purposes.
- **Animals:** Only service animals for the disabled are allowed.
- **Vendor Passes Are For Vendor Staff Only:** Entertaining History, Inc. is an all-volunteer non-profit organization. Not a single member of our group gets paid for what we do, and every dollar taken in goes right back to the event. For this reason, ticket sales are very important to make sure the show can go on. So, please make sure that vendor passes are only used for your staff.
- **No Ramps:** The BK Club has no ramps getting into the building, only steps. The hall is about 3' above street level.

**Merchant Passes:** Merchant passes are for booth staff, and all staff members must be of legal working age and properly authorized to work in the U.S. Each vendor may receive up to 3 vendor passes for booth staff at no charge. Passes must be visible on all staff members at all times while on festival grounds. Those without their passes will be required to pay the normal entrance fee to enter.

### Terms

Each party agrees to indemnify and hold the other party harmless from all damages, judgments, awards, settlements and other liabilities (including, without limitation, attorneys' fees and expenses in defense of the same) resulting from any claims, proceedings, suits or actions brought against the other party which arise out of or relate to such party's actions or omissions in performing services. Neither party shall be liable to the other party for any lost profits or other indirect or consequential damages.

Entertaining History, Inc. shall not be liable for its failure to perform any term or condition under this Agreement, or for any indirect or special damages or loss which may be suffered by a vendor in connection with such failure to perform, if said failure to perform or damages are a result of conditions beyond Entertaining History's control such as, but not limited to, war, insurrection, strikes, fires, floods, acts of God, governmental restrictions, power failures, or any other cause beyond the reasonable control of Entertaining History, Inc.

This Vendor Application and Agreement constitutes the entire agreement between the parties and shall be governed by and construed according to the laws of the State of Indiana. Nothing herein shall be construed as creating a partnership, employment, joint venture, or agency relationship between the parties and no party shall have authority to bind the other in any respect.

If any provision of this Agreement shall be held invalid, void or unenforceable for any reason, then said provision shall be severed from the remaining provisions of this Agreement, and the remainder of the Agreement will remain in full force and effect.

Mail in your signed Vendor Application and Agreement form along with:

- Photos of your booth/staff
- Proof of insurance (if required based on "Rules and Guidelines" above)
- Self-addressed and stamped envelope (SASE)
- Check\* or money order for festival fees payable to: **Entertaining History, Inc.**  
59445 Christine St.  
Mishawaka, IN 46544

\*Returned checks are subject to a \$50 processing fee.

---

By signing this Application and Agreement I hereby consent to the terms and conditions herein.

Indiana Pirate Festival:

Vendor/Merchant:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### Special Note:

**Due to the limited number of vendor spots, no application will be accepted without payment. So please don't forget to include the application fee.**