



Newport Oyster & Chowder Festival

May 18 & 19, 2024

11am-6pm, Rain or Shine

CONDITIONS & PROCEDURES FOR OYSTER GROWERS

Bowen's Wharf Co. Inc., P.O. Box 60, Newport, RI 02840 401-849-2243

- 1) **SIGNING OF AGREEMENT:** To participate in the Newport Oyster & Chowder Festival, vendors must read and return a signed copy of the application prior to the festival. Your signature on the application indicates that you understand, agree to and will adhere to these Conditions & Procedures set by Event Management (Bowen's Wharf Co., Inc).
- 2) **BOOTH ASSIGNMENTS, FEES & LICENSES:** Bowen's Wharf Co., Inc. reserves the right to determine all booth locations and assignments. The signed application, copy of your RI Mobile Food Service License, Sales Permit and Certificate of Insurance are due **by Friday, April 19, 2024**. Certificate of Insurance can be emailed to jill@bowenswharf.com. All participation fees (including booth space, sustainability, parking, etc.) are due **by Friday, May 3, 2024**.
- 3) **TRANSACTIONS:** SINCE OYSTER TRANSACTIONS WILL BE HANDLED DIRECTLY WITH ATTENDEES, ALL GROWERS MUST HAVE AN ACTIVE RHODE ISLAND RETAIL SALES PERMIT. If you do not have such a permit, a temporary one must be obtained from Event Management at a cost of \$10.00. Vendors must track their sales and fill out the tax form that will be included in your check-in packet. You will submit the form at the close of the event with a check made out to the Division of Taxation, State of Rhode Island. All Retail Sales Permits must also be displayed at your booth throughout the festival.
- 4) **SUBLEASING:** Growers may **NOT** sublease any part of their space.
- 5) **BOOTH SPACE:** Consists of a 7.5' square space which includes two 6' tables, backdrop with sign/logo, and an oilcloth/vinyl tablecloth each day. Growers must bring all other equipment including but not limited to ice, coolers, sneeze guards, raw-bar boats, garnishes/condiments, gloves, shucking knives and buckets. Displays are not permitted to extend more than 18" beyond the footprint of the table area or into any aisle.
- 6) **SET UP:** Growers may set up starting at 7:00am on Saturday, May 18 and Sunday, May 19. Upon arrival, please check in with Event Management at the North side of Market Square for your location. Set up must be completed, and all vehicles removed no later than 10:00am each day. You may wish to bring a hand truck to transport your product to and from your booth as the loading zone in Market Square is approximately 75 feet from the tents. Growers are responsible for the installation and removal of their booth displays and product. Labor will not be furnished by Event Management. All booths must be ready to open for sales at 10:30am both days of the festival. Booths must be manned during festival hours with the exception of an emergency. In that case, please notify Event Management prior to closing your booth.
- 7) **CHARACTER OF DISPLAY & SIGNAGE: (See attachment)** All booth displays and signage are subject to approval. **Bowen's Wharf Co., Inc.** reserves the right and has authority to remove and/or modify any display. Signage must be properly secured and kept within confines of the booth space. If you are new to the festival, please email a high-resolution JPEG or EPS/Vector file of your business logo and a description of your business to adrienne@bowenswharf.com.
- 8) **FIRE SAFETY AND HEALTH REGULATIONS:** If Event Management has placed a fire extinguisher in or near your booth, it must remain unobstructed and visible at all times. **Please note that Fire Code regulations do not allow anything that is flammable nor are open flames allowed under tents.** Also, per DOH guidelines, dogs will **not** be permitted under the tents during festival hours except for service dogs.

9) **LIABILITY:** Vendors and concessionaires must, at their own expense, provide public liability coverage for their own operation naming **Bowen's Wharf Co., Inc. as additional insured for the duration of the festival. Vendors shall not be allowed to set up without supplying Bowen's Wharf Co., Inc. with a Certificate of Insurance. Certificates should be received by Friday, April 19, 2024.** It shall be their responsibility to show evidence of bodily injury and property damage coverage of no less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage.

Neither Bowen's Wharf Co., Inc. nor its employees will be responsible for any injury to vendors, their employees, invitees, guests or visitors within the confines of the space or spaces contracted for by the vendor or within the confines of Bowen's Wharf Co., Inc. property itself or sickness suffered by persons attending the **Newport Oyster & Chowder Festival.** Vendor agrees to indemnify, save and hold harmless, Bowen's Wharf Co., Inc., their managers, officers, directors or employees and 1099's from any suit, claim for personal injury or sickness, or for property damage or for loss of use of property by whomever sustained on or about Vendor's display or otherwise, or arising out of Vendor's participation in the event, in any capacity, unless damage or injury is due solely to the negligence of Bowen's Wharf Co., Inc.

10) **PARKING: Bowen's Wharf Co., Inc.** has secured a limited number of parking spaces in vicinity of the wharf for \$30 per day/per vehicle. If you need parking, please fill in the application form enclosed and note that two spaces maximum will be reserved per vendor per day based on availability. Trailer parking will not be accommodated. The cost for parking should be added to your booth fee check, which is due in advance. Failure to pay for parking with your booth fees will result in forfeiture of the space.

11) **WATER POLLUTANTS:** Federal and State Water Quality Standards must be always complied with, and vendors shall be responsible to ensure that there is no dumping or discharging of refuse, or other pollutants in the water surrounding their displays or the festival site. Because of the nature of the festival, Bowen's Wharf Co., Inc. will supply adequate quantities of refuse and recycling containers.

12) **ALCOHOL:** Alcoholic beverages are prohibited in your booth. Consumption of alcohol before or during the festival hours by Vendors and their staff is prohibited.

13) **FESTIVAL BREAK DOWN:** Vendors may not break down any portion of their booth until 6:00pm on festival days. All booth spaces must be broken down and left completely clean that day. Bowen's Wharf Co., Inc. is not responsible for items left on the grounds. If necessary, you must submit the Temporary Retail Sales Permit application as well as a check made out to the RI Division of Taxation to the Event Management office.

14) **AMENDMENTS:** Management of the Festival has the full power to interpret and enforce these rules, conditions and regulations, and the power to make amendments thereto, and to make such further rules and regulations as it shall consider necessary for the proper conduct of a safe, clean, well-regulated and attractive festival.

15) **ENFORCEMENTS:** Vendors agree to pay all reasonable attorney's fees and other costs incurred by festival in enforcing this contract.

16) **ACTS OF GOD: Bowen's Wharf Co., Inc.** shall have no liability whatsoever for any damage to any person, matter or thing resulting from storm, wind or water or other acts of God, nor from fire, strikes or lockouts, or any other losses resulting from the above.

17) **CANCELLATION:** Refunds for cancelled space contracts will be made at the sole discretion of Bowen's Wharf Co., Inc.

PLEASE KEEP THIS COPY FOR YOUR CONVENIENCE AND REFERENCE