



Newport Oyster & Chowder Festival

May 16 & 17, 2026

11am-6pm, Rain or Shine

CONDITIONS & PROCEDURES FOR FOOD VENDORS & TRUCKS

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:** Event Management 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 along with all participation fees (including booth space, sustainability, parking, etc.) are due **by Friday, May 1, 2026.**

3) **TRANSACTIONS:** All food vendors will be responsible for their own transactions and therefore **MUST HAVE AN ACTIVE RHODE ISLAND RETAIL SALES PERMIT.** The Newport Oyster & Chowder Festival is unable to provide change or act as a bank during the event. We suggest that you handle all transactions by cash, credit card or other mobile POS system (i.e., Venmo). 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:** Exhibitors may **NOT** sublease any part of their space.

5) **BOOTH SPACE:** Consists of roughly a 10' x 10' space which includes one 8' table and a backdrop with sign/logo (N/A for food trucks). Displays are not permitted to extend more than 18" beyond the footprint of the table area or into any aisle or pedestrian walkway. Any additional tables and equipment set ups are subject to Event Management approval in advance.

6) **SET UP:** Vendors may set up starting at 7:00am on Saturday, May 16 and Sunday, May 17. 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 except for an emergency. In that case, please notify Event Management prior to closing your booth.

7) **CHARACTER OF DISPLAY & SIGNAGE:** Booth displays must be designed, constructed and operated in good taste with the best interest of the festival and the public and signage are subject to approval. Event Management 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 Event Management with a Certificate of Insurance. Certificates should be received by Friday, May 1, 2026.** 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 show, in any capacity, unless damage or injury is due solely to the negligence of Bowen's Wharf Co., Inc.

10) **PARKING:** Event Management has secured a limited number of parking spaces in vicinity of the wharf for a flat daily rate. 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, Event Management 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. Event Management 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 Event Management.

PLEASE KEEP THIS COPY FOR YOUR CONVENIENCE AND REFERENCE

Bowen's Wharf Festivals

Attachment #1

CHARACTER OF DISPLAYS (for food vendors only):

All displays must be designed, constructed, and operated in good taste with the best interest of the Festival and the public paramount. Bowen's Wharf Co., Inc. will be the sole arbiter and judge as to what shall constitute "good taste" and "the best interests of the Festival" and shall have the right and authority to require the removal or the modification of any display.

Each tent display area will be 7.5' x 7.5' with an approximately 7' high backdrop (see below). All displays and materials must be properly secured and kept within the confines of the display space. Email your logo to adrienne@bowenswharf.com and we will customize each backdrop. We also installed hooks 1.25" in from each corner so you can suspend your own banners, signage, menu pricing etc. It is your responsibility to bring or create this signage. **Please note R.I. fire code regulations do not allow anything that is flammable nor are open flames allowed.**

