



2019 Earle Brown Days - Community Market Application

Saturday, June 22 - 5 – 8 pm

Completed application and payment must be received on or before May 14, 2019.

Applications can be submitted via email to: recreation@ci.brooklyn-center.mn.us or via mail to: City of Brooklyn Center Attn: Earle Brown Days 6301 Shingle Creek Parkway, Brooklyn Center, MN 55430.

Name of Exhibitor <i>(for promotional materials)</i>		
Contact Name		
Street or PO Box		
City	State	Zip
Phone	Fax	
Contact Email		
Description of Exhibit		

Booth Fee			
# of Spaces	Size	Cost per Space	Total
_____	12'x12'	\$50	_____
Table and Chairs Needed <i>(limited, include number in description)</i>		\$10	_____
Parade Participant Discount		-\$20	_____
Total Enclosed			_____
<i>To pay via credit card please call 763-569-3406.</i>			

- Waiver of Liability must be signed (below).
- Cancellations on or before May 28 for full refund. After May 28, all fees forfeited.
- Expo hours: 5-8 pm, Mandatory: no exhibitors pack or leave before 8 pm.
- All exhibitors must comply with regulations and restrictions.
- By signing this waiver you accept and agree to abide to the Community Market rules and regulations.
- Accepted applications will be notified by May 28.
- Booth confirmation letter and parking instructions will be sent by June 14.
- All sales taxes and filings are the sole responsibility of the vendor.
- Must provide own canopy. Tables and chairs are available if approved in application process.

Waiver of Liability Responsibility Indemnification: to the extent permitted by law, participant hereby agrees to protect, indemnify, defend and hold harmless the City of Brooklyn Center, the respective officers, employees, agencies, insurers and volunteers against all claims, losses or damages to persons or property and costs (including reasonable attorney's fees) arising out of or connected with the events associated with Earle Brown Days Festival, including but not limited to: the set-up, removal, maintenance, occupancy or use of the property, owned or rented by the City of Brooklyn Center and its affiliates, except those claims arising out of the sole negligence or willful misconduct of the City of Brooklyn Center.

Authorized Signer for Business _____ Title _____ Date _____

2019 Earle Brown Days - Community Market Rules and Regulations

Limitations: Exhibits may not project beyond the space allotted and pathways must be kept clear for traffic. Exhibits shall not obstruct the view of or interfere with access to other exhibits. Devices for reproducing sound or music may be restricted at the discretion of City of Brooklyn Center staff or volunteers (the City). Projection of sound beyond the confines of the exhibit is prohibited.

Booth Assignment: Assignment or subletting of any part or all of an exhibit booth is prohibited unless a request is submitted to and approved by the City in writing prior to the event. The City reserves the right to change the location of exhibition space and reassign exhibit booths if it determines such action is in the best interest of the event. Exhibitor must adhere to all set-up, take down and parking instructions.

Exhibit Requirements: All exhibitors are required to have a canopy for their exhibit. Canopies should be weighted to the ground. Booths are 12'x12'. Must provide own tables and chairs unless rented in application process.

Community Market Hours: 5:00-8:00 pm. All exhibitors must comply with Community Market hours. It is mandatory all exhibitors be aware that no one is to pack up display before 8:00 pm. All booths must remain open to the public and be staffed until 8:00 pm.

Right of Refusal and/or Cancellation: City staff reserves the right to refuse the application of any company not meeting the required standards, as well as the right to curtail exhibits or parts of exhibits that detract or are unsafe. This also applies to displays, literature, advertising, novelties, souvenirs and personal conduct. The EBDC reserves the right to cancel this agreement whenever it discovers that the exhibitor's display is not as described in this agreement. Early departure may result in refusal of Exhibitor in the future years.

Cancellations and Refunds: In the event of cancellation by the Exhibitor, the following schedule of refunds will be followed: Written cancellation must be received on or before May 28 to obtain a refund of fees paid. All fees will be forfeited if cancellation occurs after May 28.

Attorney Fees and Costs: Should any litigation arise out of this application, the Exhibitor shall pay all costs and reasonable attorney's fees incurred by the City and/or the co-sponsoring agencies.

Fire, Safety and Health: Exhibitor agrees to accept full responsibility for compliance with City, county, state and federal fire, safety and health ordinances regarding the installation and operation of equipment. All exhibit materials and equipment must be reasonably located within the booth and protected by safety guards and devices where necessary to prevent personal accidents to attendees. Exhibitor hereby represents and warrants to the City that the Exhibitor has taken all steps reasonably necessary to ensure the sound engineering and structural integrity in its exhibit design and the proper construction and safety of the exhibit itself, as erected.

Booth Handouts: As the Community Market is a family event we ask that each business and health Exhibitor provide a family friendly handout or offer an activity for participants.

Taxes and Licenses: Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local, state or federal law applicable to its activity at the Community Market, including use of copyrighted materials. If planning on offering food sampling you may need an Itinerant Food License. Please check with Hennepin County Health Department, 952-351-5200 for more information. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees, filings or other charges that shall become due with any governmental authority in connection with its activity at the Community Market.

Insurance and Hold Harmless Agreements: Fire, theft, liability and extended coverage insurance are not provided by the City. Exhibitor may obtain such coverage at its own expense. Exhibitor remains responsible for all property brought into the Community Market and shall bear the sole risk of loss for that property. Exhibitor agrees to the extent permitted by law, to protect, indemnify, defend and hold harmless the City, the respective officers, employees, agencies, insurers and volunteers against all claims, losses or damages to person or property and costs (including reasonable attorney's fees) arising out of or connected with the events associated with Earle Brown Days, including but not limited to the set-up, removal, maintenance, occupancy or use of the property, owned or rented by the City and its affiliates, except those claims arising out of sole negligence or willful misconduct of the City.