

LOUISIANA PIRATE FESTIVAL SOUVENIR BOOTH CONTRACT

P.O. Box 679

LAKE CHARLES, LA 70602-0679

(337) 436-5508

E-mail: info@louisianapiratefestival.com



Dear Vendor,

Enclosed you will find the requirements and a contract for a concession booth space at the Louisiana Pirate Festival, to be held May 4 – May 14, 2023 at the Lake Charles Civic Center. If you desire to have a booth on the grounds, please complete and return the enclosed contract with your deposit and proof of insurance to the Louisiana Pirate Festival office by March 15, 2023.

Please note that as we continue to make improvements to the 2023 Louisiana Pirate Festival, the festival footprint and logistics will be the same as last year. We have made a few changes to ensure that the layout will be suitable for everyone. Also, in keeping with the Louisiana Pirate Festival name, all vendors will be encouraged to present a Pirate theme in their booths with Pirate-type décor, hats and/or costumes.

All contracts must be approved by the Louisiana Pirate Festival Board of Directors. If for any reason your booth is not accepted, your deposit will be returned to you immediately. Once your booth is accepted, there will be ***NO REFUNDS, NO EXCEPTIONS!***

Vendors are encouraged to promote their participation on social media and in any marketing to their customer base.

When returning contracts you may print and complete the contract and return via email or you may mail your contract with payment to the following address:

**Louisiana Pirate Festival, Inc.
PO Box 679
Lake Charles, LA 70602-0679
ATTENTION: Vendor Coordinator**

(Should you choose to email your contract and all documentation, we will send you an invoice via PayPal for your payment. Once payment is received and verified, your contract will be presented for approval.)

Sincerely,

Rebecca Moss

Executive Director – 2023 Louisiana Pirate Festival
info@louisianapiratefestival.com



LOUISIANA PIRATE FESTIVAL MAY 4 -May 14, 2023

SOUVENIR BOOTH SPACE REQUIREMENTS

- Booth space will be rented for \$10.00 per front foot with a 10 foot minimum fee of \$100.00. This includes both weekends. If you need additional front footage it will be an additional \$7.50 per foot.
- The average depth of all booth space is 15 to 20 feet, if you require more depth for your booth, please note it on your contract.

After set-up, each booth space will be measured to verify street frontage for any adjustments in fees:

- Contract and fees must be received by March 15, 2023.
- **PLEASE NOTE: Power is NOT GUARANTEED. Generators are recommended.**
- No booth will be allowed to open without full payment of all fees and proof of insurance if so required.
- A picture of your booth must be provided to the LPF office with contract submission.
- **If you have a tent and it is larger than a 10 x 10, there is a City Permit charge. The charge fluctuates and can be as much as \$100.**



**2023 LOUISIANA PIRATE FESTIVAL
SOUVENIR BOOTH INFORMATION & APPLICATION
Lake Charles Civic Center, Lake Charles, LA
May 4 – May 14, 2023**

DATES OF OPERATION & VEHICLE ACCESS

The booths will be available to open during the Louisiana Pirate Festival operating hours:

Thursday, May 4 (4pm - 10pm)
Friday, May 5 (4pm - 11:59pm)
Saturday, May 6 (10:00am - 11:59pm)
Sunday, May 7 (11:00am - 6:00pm)

Thursday, May 11 (4pm - 10:00pm)
Friday, May 12 (4pm - 11:59pm)
Saturday, May 13 (10:00am - 11:59pm)
Sunday, May 14 (11:00am - 6:00pm)

NO VEHICLES WILL BE ALLOWED AT YOUR BOOTH SPACE DURING OPERATING HOURS.

- Booth vendors are NOT ALLOWED to sublease any part of their entire booth.
- Motorhomes, campers, etc. will not be allowed to park inside the festival operating area.
- Any injury or claim at a booth must be reported to the Louisiana Pirate Festival office at the time of occurrence. Absolutely no claims will be honored after the festival closing date (Sunday, May 14, 2023) at 6pm.

ELECTRICITY

- Electricity is NOT guaranteed – Generators are recommended.

INSURANCE

- If required, Louisiana Pirate Festival, Inc., must have your Insurance Certificate by April 1, 2023, to allow time for the City of Lake Charles Risk Management Department to verify that the Insurance Certificate complies before the opening of the festival.
- A current certificate of insurance with liability limits of \$1,000,000.00 per claim must be submitted. The CITY OF LAKE CHARLES, SOUTHWEST LOUISIANA CONVENTION & VISITORS BUREAU, and LOUISIANA PIRATE FESTIVAL, INC., must be listed on the Insurance Certificate as ADDITIONAL INSURED(S). **NO EXCEPTIONS!**
- If the Insurance Certificate does not have the proper requirements of above aforementioned, **THE BOOTH WILL NOT BE ALLOWED TO OPEN** as per Risk Management & the City of Lake Charles.

2023 LOUISIANA PIRATE FESTIVAL SOUVENIR BOOTH SPACE CONTRACT

Vendor Name _____

Contact Person (Print) _____

Contact Person Signature: _____

Address: _____

City, State, Zip _____

Email Address _____

Office Phone _____ Mobile Phone _____

Home Phone _____ Fax: _____

Booth Space Size Requirements _____ (10ft. Minimum)

Additional Front Footage _____ Feet at \$7.50 per front foot.

INSURANCE – Please check one of the following:

_____ I (We) will supply an Insurance Certificate by April 1, 2023.

_____ I (We) have enclosed a copy of our Insurance Certificate.

_____ I (We) will be purchasing insurance through the Louisiana Pirate Festival at the fair market value.

DETAILED DESCRIPTIVE LIST OF BOOTH ITEMS/MERCHANDISE

(Please attach an image if available - All items are subject to approval by Louisiana Pirate Festival, Inc.)

If for any reason your booth space is not accepted, your deposit will be returned to you immediately. Once the booth is accepted, NO REFUNDS! Louisiana Pirate Festival will determine if your booth will require insurance. If required, Insurance is available to purchase thru the festival at **fair market value** which will be determined once the LPF receives your contract. Please NOTE: this amount fluctuates and could be up to \$200.

BOOTH MERCHANDISE REGULATIONS

- No offensive, racial or drug-related merchandise can be displayed, sold, or distributed. This will be monitored during the festival, and if any objectionable merchandise appears, the vendor will be asked to remove such merchandise immediately. Failure to comply will result in immediate booth closure, and no refund will be given. Vendors may sell “fake” knives, swords etc.....real & functional weapons of any nature are strickly prohibited.
- Louisiana Pirate Festival, Inc., does not guarantee exclusivity to one product and/or service.
- All items to be sold, distributed, or displayed in the vendor’s booth during the festival must be listed on their contract and is subjected to approval by the Louisiana Pirate Festival, Inc., Board of Directors. Please give a detailed description of all items/merchandise.
- Each vendor is responsible for **always maintaining their space, keeping it clean, free of trash and hazards** and must clean their vendor space (front, rear, and sides) when leaving each night. PLEASE move your trash bin to the curb each night so it may be emptied.
- Vendor agrees that Vendor and Vendor’s employees, guests or invitees will adhere to all Federal, State, Parish and municipal laws and codes. Vendor acknowledges that the Vendor is solely responsible for being knowledgeable of said laws and codes. Any violation of said laws and codes will be grounds for eviction from the Louisiana Pirate Festival grounds without notice and refund either in whole or at a pro-rated amount.
- Vendor agrees that any action or inaction on the part of Vendor, Vendor’s employees, guests, or invitees which causes or creates a hazardous, disruptive or otherwise intolerable condition, Vendor will be evicted without notice and refund either in full or at a pro-rated amount.
- Copyrights: Vendor will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, material, devices. Processes or dramatic rights used on or incorporated in the event. Vendor agrees to indemnify, defend, and hold harmless Louisiana Pirate Festival, Inc. from any claim on cost, including legal fees, which might arise from question of use of any such material described above.

I (We) HAVE READ THE 2023 LOUISIANA PIRATE FESTIVAL SOUVENIR BOOTH CONTRACT AND FULLY UNDERSTAND THE RULES AND REQUIREMENTS

Vendor Name – Print

Vendor Signature

Date

2023 LOUISIANA PIRATE FESTIVAL SOUVENIR BOOTH SPACE CONTRACT

By my signature(s) below I commit to participate in the 2023 Louisiana Pirate Festival in Lake Charles, LA, hereinafter known as the "Event." I have read the entire application and all the rules, conditions & guidelines therein and hereby incorporated by reference and agree to abide by them. For good value and consideration, including participation in the Event, the undersigned applicant and all successors, heirs, assigns, executors, administrators, legal representatives, employees, agents and affiliates (and if a corporation, all its officers, directors and shareholders) collectively herein known as the "Applicant", forever release and discharge the Event from all claims, demands, losses, costs, expenses, suits, damages, obligations, liabilities, causes of action and judgments whatsoever, in law or in equity, which any of the foregoing, any or all of the Applicants ever had, now or which they hereinafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever arising out of the Event. The Applicant agrees to and does hereby assume any and all risks of personal injury to the Applicant, including death and damages to Applicant property, caused or by arising out of Applicant's involvement in the Event. The Applicant hereby agrees to defend, indemnify, and hold the Event harmless from and against any claim, demand, suit, loss, causes of action, liabilities, obligations, costs, expenses, and judgments (including without limitation, death and damages to property) caused by Applicant's acts or omissions or failure to abide by the rules and conditions herein. The Louisiana Pirate Festival reserves the right to final interpretation of all rules.

Business "Vendor" Name (if applicable)

Applicant(s) Printed Name(s)

Applicant(s) Signature(s)

____/____/____
Date

2023 Louisiana Pirate Festival agrees to allow:

VENDOR NAME: _____

The right to operate a booth during the Louisiana Pirate Festival, May 4 - May 14, 2023 in Lake Charles, LA.

Booth Space Rental Fees:

\$_____ Total Booth Space Fee

\$_____ Insurance Fee (TO BE DETERMINED)

\$_____ Tent Permit (if applicable)

\$_____ **AMOUNT PAID**

Date: ____/____/____

Payment Method: _____

HEALTH DEPARTMENT (FOOD VENDORS ONLY)		
The State of Louisiana Public Health Certificate attached:		
	YES	NO

INSURANCE – Attach copy to contract (if available)	
Yes	
No	
_____ Vendor Supplied	_____ Festival Supplied (Price TBD)

PAYMENT INFORMATION	
Circle One:	
Visa	Mastercard Cashier's Check PayPal (must have valid email)
Money Order : (Made payable to Louisiana Pirate Festival, Inc.)	
Credit Card #	
Expiration Date (mm/dd/yy)	
V-Code (last 3 digits on back of card)	

Application Checklist:

- o Booth Fee
- o Completed and signed application/agreement.
- o Photograph of booth
- o Certificate of Insurance Attached – with The Louisiana Pirate Festival, Inc., The City of Lake Charles, Southwest Louisiana Convention & Visitors Bureau listed as Additional Insured
- o Proposed list of items to be sold with approximate pricing

Mail This Application & Payment To:

Food Vendor Coordinator
Louisiana Pirate Festival, Inc.
PO Box 679
Lake Charles, LA 70602-0679

Payments Can Be Made By:

- Cashier’s Check (made payable to Louisiana Pirate Festival, INC.)
- CC
- PayPal

KEEP A COPY OF THIS APPLICATION FOR YOUR FILES

VENDOR APPROVED : YES NO

Louisiana Pirate Festival Rep.

Date