



**2022 Cape Cod Pirate Festival  
Vendor Application**

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## **APPLICATION INSTRUCTIONS**

**Step 1:** You will need to gather all of your booth information, names and dates of birth for workers, insurance information, photographs, etc.

**Step 2:** Fill out all of the necessary pages of the Application Package as explained on the next page. You will be responsible for: 1) Application, 2) Contract, 3) Vendor Pass Registration, 4) Camping form, if applicable, 5) Jury form (with photos), and 6) Insurance Certificate.

**Step 3:** How do I submit my paperwork?

### **SUBMITTING YOUR PAPERWORK:**

Please make sure that if you do not complete this form online that you send a downloadable copy of this Application Package in its entirety to: [Vendor@CapeCodPirateFest.com](mailto:Vendor@CapeCodPirateFest.com). In the title of the Email message, type. "2022 Vendor Application—'Booth Name'"

Once you submit your application, you are responsible for submitting your payment of booth fees and/or camping fees separately through our online portal or by sending a check in U.S. mail prior to the check deadline.

If for some reason you are unable to submit your application online or by email your, you may mail it to us along with your payment to:

Cape Cod Pirate Festival  
c/o Chris Edwards Productions  
60 Old Sailors Way  
South Dennis, MA 02660

Please note: applications received via Portal or Email will be processed much quicker than applications received by mail.

**RESERVING YOUR SPACE:** Booth spaces will only be reserved once you have submitted your paperwork and paid in full. Application does not automatically guarantee acceptance.

**IMPORTANT:** 1) Vendor Pass Registrations are REQUIRED IN advance with dates of birth completed. Please submit this with your application, 2) Security Deposits are REQUIRED by every vendor each year unless Rolled Over and will be refunded upon request at the conclusion of the Festival via U.S. mail in the form of a check, 3) If there is a balance for booth fees OR camping at the time of check-in, no one will be issues an I.D. Pass, allowed to camp or set-up.

If you have any questions regarding the forms or contents of this Application, feel free to contact our Vendor Coordinator at [Vendor@CapeCodPirateFest.com](mailto:Vendor@CapeCodPirateFest.com).

## **HELPFUL CHECKLIST**

To ensure that you have all of the required materials submitted, we have provided you with this Checklist! This is what our Office staff will use when checking in vendors! Please make sure you have completed and attached all of the required forms listed below.

If you have any questions concerning this Application package, please call:

- Payment for Booth Fees:  
Paying by Check: Please make check payable to Chris Edwards Productions  
  
(Note: NO checks accepted after May 15<sup>th</sup>—Cash or Credit Card only!)
- Application (IMPORTANT: Exact booth dimensions & Tie down, location preferences and electrical needs!)
- Contract aka “Agreement”
- Vendor Pass registration Form for Booth Employee ID (Required by ALL vendors)
- Employee breakdown Sheet
- Jury Form
- Photographs of work AND booth (updated yearly unless noted otherwise)
- Camping Form if staying on site (required by anyone requesting a camping space)
- Certificate of Insurance of \$1,000,000 comprehensive general liability insurance naming Chris Edwards Productions and the Town of Yarmouth as additional insureds. ALL must be Certificate Holders as well with their corresponding address.
- Business Certificate

**Vendor Application**

\_\_\_\_\_  
Full name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Contact Telephone Number

\_\_\_\_\_  
Alternate Contact Telephone Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Website

Please list the service or products that you will be offering. Enclose photographs of your work and a photo of your booth with your work displayed. Note: All booths must be Pirate/Renaissance themed. Also note space preferences here.

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

Vendor Fees

**ENTER YOUR EXACT BOOTH SIZE** (Note Including Side Ropes): \_\_\_\_\_

If your booth space requires side Ropes, please state how many Additional feet here: \_\_\_\_\_

Standard Booth Space (Up to 15' x 15') Full Price	\$250.00	_____
Additional Frontage	\$1.25/sq. ft.	_____
Cart Fee (Up to 4' x 8') Full Price	\$150.00	_____
Clean-up fee (Mandatory) Refundable	\$50	_____
	Total Due:	_____
	Total Enclosed:	_____
	Balance:	_____
		_____

**DEADLINE:** Booth payment must be paid in full no later than 30 days prior to the opening day of the Festival. After the deadline, no personal or company checks will be accepted, Cash or credit card payment only. \*No Festival ID's Parking passes, or booth set-up will be allowed until payment is received. Checks need to be made payable to:

## Vendor Contract

This Crafter/Vendor Agreement (Hereinafter referred to as the “Agreement”) is by and between Chris Edwards Productions LLC on behalf of the Cape Cod Pirate Festival a Massachusetts organization (hereinafter referred to as the “Company”) and \_\_\_\_\_, (Hereinafter referred to as the “Vendor”) in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto agree as follows:

1. The Festival: The Company will organize and conduct the Cape Cod Pirate Festival by securing the commitments of various artists, entertainers, game and activity concessionaries, as well as food and craft purveyors to attend and present I work, talent, game activity and other products to the public.
2. Dates and Times: The Company agrees to rent a space as designated above to be used for selling the vendor’s product(s) and/or service(s) on the following dates: June 4, 5, 11, and 12, 2022, from 10:30am-6:30pm. The Vendor MUST be open and ready for business during all show days from open to close.
3. Recordings and Photos: The Vendor hereby waives all rights to photographs, audio and video recordings, and illustrations made in conjunction with the Festival and used for any purpose to include educational and promotional purposes, presently or in the future.
4. Compensation: The Vendor hereby agrees to pay the Company the above fees for participation in the Festival. Full price booth Fee, up to 15’x 15’ is \$250 plus \$50 refundable Clean-up Deposit; Full price cart fee, up to 4’ x 8’ is \$150 Plus \$50 refundable Clean-up Deposit.
5. Rules and Regulations: The Vendor and each individual member or employee thereof, agrees to abide by the Rules and Regulations including but not limited to, parking, pets, ID passes, etc. as published and stated by The Company, and acknowledges that a violation thereof may void this contract and may result in a forfeiture of any and all fees paid. The Vendor acknowledges that all booths must have Pirate/Renaissance style I and signage to be approved at The Company’s discretion. There can be nothing modern visible to the patrons during The Festival. All modern features must be masked and hidden. Each signed booth will have a maximum frontage of 12 feet. Vendor will be charged per frontage foot over 12 feet at \$1.25 per foot additional. Carts are a maximum of 4 feet by 8 feet.
6. Disclaimer: In consideration of The Vendor contacting as an independent contractor, he/she hereby waives any and all rights of action for accidents or injuries, or damages to property, which may occur while at The Festival and agrees that neither The Company nor its owners, officers, agents or employees shall be liable to the undersigned, or those claiming through the undersigned, and shall indemnify The Company and hold it harmless from any and all claims or damage arising out of any injury, death, or property damage in connection with the undersigned’s participation at the Cape Cod Pirate Festival.
7. Insurance: The Vendor shall furnish Company proof, by means of a Certificate of Insurance, of \$1,000,000 comprehensive general liability insurance naming Chris Edwards Productions LLC at 60 Old Sailors Way, South Dennis MA 02660 and the Town of Yarmouth at 1146 MA-28, South Yarmouth, MA 02664 as additional insured. All entities MUST be listed as Certificate Holders with their corresponding addresses.
  - The Vendor shall obtain all insurance policies from companies that are licensed by and authorized to do business in the State of Massachusetts.
  - The insurance policies shall contain thirty (30) day cancellation clause requiring written notice thereof to The Company.

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- The Vendor shall present a copy of all such insurance policies to The Company, no later than May 1, 2022.
  - The Vendor understands that he/she/they will not be allowed on-site or to set up without proper proof of insurance on file with the office. (Please see attached insurance regulation!)
8. Independent Contractor Status: The Vendor, as an independent contractor, agrees to make all reports and returns for and to pay and arrange for payment of all Social Security and withholding obligations by and for the act and member thereof, due to the United States Federal Government and any State or Municipal Government.
9. Personnel: The Vendor understands that in order for anyone to be issued a Festival ID and/or Parking Pass, a Crafter ID Form must be properly completed, signed and submitted to the Festival office. This form is due no later than by May 15, 2022. No Festival ID or Parking Pass will be issued to anyone not listed on this form; it is The Vendor's responsibility to submit the appropriate names and information of all booth employees and submit an updated form to The Festival office should the information change.

I have read and fully understand the Agreement to be binding upon me and my business. I understand that no oral agreements or other representation shall be binding on The Company absent written agreement. I understand that I may not assign my rights or obligations under the Agreement without the prior written consent to The Company. This Agreement shall be construed and governed in accordance with the laws of the State of Massachusetts and Barnstable County, and agree to submit to jurisdiction in the Commonwealth of Massachusetts regarding same.

\*Acceptance is not guaranteed and dependent upon review by The Company. Until said Acceptance, this contract is not binding\*

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Name

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Business Name

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Signature

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Date

**Vendor Pass Registration**

Dear Crafter: You are required to complete this form with the information of all employees that will be working for you during The Festival. If an employee’s name and information is not listed on this sheet, that employee will not be issued an ID Pass or a Parking Pass.

NOTICE: You MUST bring your State-Issued Driver’s License or ID to get a Festival Pass!!

Instruction: Please complete the form below for each individual that will need an ID Pass, including managers and booth owners. If you need additional space, please hand-write the information below or attach the list to this sheet..

If you need to make corrections, add or remove names, please submit the corrected form to Administration. It is YOUR responsibility to make sure the correct information is submitted to Administration. Only this form will be accepted; please do not submit emails or letters without this form. \*If an employee is no longer working for you, it is YOUR responsibility to return his/her/their ID pass to Administration upon removal!! If retrieving the Pass is not possible, you MUST notify Administration of the name of the ex-employee immediately\*

Booth Name: \_\_\_\_\_

Participants Full Name	Date of Birth	Working 1 or 2 Weekends?
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

By signing below, I acknowledge that the individuals above are employed by me. They have all read and agreed to abide by all Festival Rules and Regulations. If further acknowledge that I am responsible for their actions and conduct while they are on Festival property and will be held liable for any destruction, damage, etc, thereof.

Authorizing Signature (Owner only): \_\_\_\_\_ Date \_\_\_\_\_







## **Festival Rules and Regulations**

\*Please read carefully\*

**CHECK IN:** When you arrive, check in FIRST at the Administrative office on site. You will be asked to sign in and wait patiently until you are called (in order) to check-in. Management will check to see that 1) All of your required paperwork has been submitted, 2) We have your Certificate of Liability Insurance and it is correct, and 3) All of your booth fees are paid in full. Once you have been cleared and everything is processed, you can be checked-in for booth placement, camping, ID and Parking passes. NOTE: The booth must be checked-in and cleared before any employees will be issued Passes. Plan ahead.

**BOOTH PLACEMENT:** Once your booth has been cleared for placement, the Vendor Coordinator or other administration representative to your booth space. We will ask you for your telephone number to contact you in case of placement delays.

**ID:** Your Festival ID is required for admittance to the site. DO NOT LOSE YOUR PASS. ID's must be carried or worn at all times and produced, if requested. Employees that quit or are fired are required to return ID Pass to booth owner. It is the Booth's responsibility to return the ID to Vendor Coordinator or report them.

**VEHICLE PASSES:** Only one vehicle pass per registered participant will be issued. You must show your Photo ID to receive your pass. Please make sure that your Vehicle Pass is always visible on your dashboard or from your rearview mirror, with your Name and Booth Name visible. If there is no pass displayed or readable you will be towed at your expense. DO NOT LOSE YOUR PARKING PASS.

**PARKING ON FESTIVAL DAYS:** If you are not staying on site, please try to car pool or get a ride. Participant parking will be easily accessible through the gate. All vehicles must have a Parking Pass to get in the gate and all people in the car must have Vendor ID's.

**VEHICLE SITE ACCESS:** NO SPEEDING! Speed limit of 5 miles per hour will be enforced at all times. If you have on-site vehicle approval, please unload quickly and remove your vehicle promptly. Do not leave your vehicle on site any longer than is necessary. On Festival days, all vehicles must be off-site by 9:30 am and cannot re-enter until the Festival is clear of patrons (management's discretion).

**AFTER HOURS SITE ACCESS:** No one is allowed on the Festival site after closing without a valid Festival ID. All after hour gatherings must have prior approval from Festival Administration.

**CAMPING:** You MUST Be registered to camp. Please send your Camping Registration form and payment, if we have to charge, WITH your other paperwork to ensure a spot. Failure to register and pay with Administration or give correct camping information may result in a fine.

- Noise policy-no noise after 9:30 PM. Please be courteous to your neighbors.
- Please control and remove your trash

**INDIVIDUAL RIGHTS.** You have the right to ask anyone walking through your camp for their pass. If they refuse or cannot provide them, contact Administration immediately.

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**PETS:** Pets will be allowed only at the discretion and approval of the Festival Director. If you have a pet on site or in the camping area, the **MUST** be registered with administration and have proof of vaccinations **BEFORE** you arrive. Pets must be on a leash at all times and must be cleaned up after. If you fail to do so you will be asked to remove your pet for the duration of the run. You must have adequate shelter, food and water at all times for your animals.

**GENERAL FESTIVAL GUIDELINES:** Everyone is expected to work to support the Festival's Pirate theme by maintaining period dialect, dress and decorum to the best of their ability. When you are on site, during Festival times, you are on stage. Do not break the illusion of the theme in front of the patrons. All booth personnel including spouses, children and employees **MUST** follow the costuming guidelines. If you need assistance finding appropriate garb, we may be able to assist and/or offer ideas. Nothing modern will be allowed to be visible to patrons, **INCLUDING CELL PHONES**. The exception to this rule is technology required for point-of-sale transactions, however, this should be only when necessary.

**COSTUMING:** All participants must work with the Festival to promote the illusion of traveling back in time to the Pirate/Renaissance era by wearing period costumes, and using period tents or structures. All participants, including spouses, children and helpers must be dressed in an approved costume and speak in accent, if possible. The following restrictions apply but are not limited to: No watches, No sunglasses, facial piercing should be discreet, No striped, neon or print fabrics. Men must wear a shirt. No jeans. No T-shirts, No tennis shoes or combat boots visible. No bare feet outside of your booth. **ABSOLUTELY NO SMOKING, VAPING, OR CELL PHONE USE IN VIEW OF PATRONS**. Failure to follow dress code will incur a warning. Repeated warnings may result in expulsion from the Festival.

**SMOKING:** Smoking or vaping on site must **NEVER** be done in view of the patrons. Keep it out of sight and do **NOT** leave your butts behind. **NO EXCEPTIONS**. Marijuana use is prohibited during Festival hours.

**ALCOHOL/ILLEGAL SUBSTANCES:** We have a **NO TOLERANCE POLICY** re: consumption of alcohol by participants during Festival hours and use of non-prescribed drugs of any kind at any time. Disturbances resulting from "being under the influence: will not be tolerated. Anyone creating such a disturbance will be reported to local authorities.

**ANY PHYSICAL ALTERCATION WILL RESULT IN ONE, BOTH OR ALL PARTIES INVOLVED BEING REMOVED FROM THE FESTIVAL AND MAY BE PERMANENT.**

**PROFANITY:** This is a family-oriented show. The use of profanity is **STRICTLY** prohibited.

**HOURS OF OPERATION:** All booths must be open continuously from 10:30am until the site has been cleared of patrons. The Festival is rain or shine. Please be prepared to protect your product in case of inclement weather. You may **NOT** close your booth without consent of the Director.

**WEATHER:** We are a **RAIN** or **SHINE** Festival. If the weather is severe enough that the Festival needs to close, the **OFFICIAL WORD** will come **ONLY** from **FESTIVAL** management. **DO NOT CLOSE YOUR BOOTH WITHOUT PRIOR NOTICE FROM THE DIRECTOR**. Failure to do so could result in removal from the Festival. Prepare for seasonal weather. **WEIGHT OR STAKE YOUR BOOTH DOWN**.

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**PARADE:** Vendors are highly encouraged to have a representative participate in the parade, if possible. The location and lineup time will be announced.

**SIGNAGE:** All booths are required to have visible period style signage. A painted or carved wood sign or a prominently displayed fabric banner, which could also be used for the parade) are recommended.

**LOST AND FOUND:** Found items should be taken directly to the Souvenir Booth inside of the Festival or given to Security personnel. Lost items will be held by Administration.

**PATRONS:** This is a family show. PLEASE do not insult our patrons. If there is a problem with a patron, quietly report it to an administrative staff member.

**COURTESY:** Please be considerate of other participants. Do not interrupt stage shows, musical presentations or bits. Hawking of wares is allowed and encouraged; however, be aware of nearby performers.

**OBSERVANCE OF LAWS:** Everyone is expected to abide by all applicable laws, regulations, ordinance, site rules (including, but not limited to, those relation to health, safety, and fire prevention) and all instructions, rules and regulations provided by the Festival.

**SPACE ASSIGNMENTS:** Space assignments are at the sole discretions of the Director and Vendor Coordinator. If you have a preference, please note it on your Application with specific details as to your preference. We will make every effort possible to accommodate but may not be able to accommodate everyone.

**AUTHORIZATION TO CHARGE CREDIT CARD**

I, \_\_\_\_\_, hereby authorize Chris Edwards Productions LLC to charge my credit card in the amount of \$ \_\_\_\_\_.

MasterCard

Visa

American Express

Discover

Card Number: \_\_\_\_\_ Exp: \_\_\_\_\_ CVV: \_\_\_\_\_

Name as it Appears on the Card: \_\_\_\_\_

Name of Vendor: \_\_\_\_\_

Billing Address: \_\_\_\_\_

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