

Happy Hour Markets Vendor Application 2022



Return filled out form and payment by *May 13, 2022*

12 week season

Full season – All 12 weeks | \$15 per week
 Part-time – 5-11 weeks | \$20 per week
 Single night – 1-4 weeks | \$25 per week

Payment must be included with application
 Make checks payable to: Downtown Duluth
 Credit Card payments: call 218-740-3747

Mark the dates you will be participating:

June
 Canal Park Brewing
 Tuesday, June 7
 Tuesday, June 14
 Tuesday, June 21
 Tuesday, June 28

July
 Hoops Brewing
 Tuesday, July 5
 Tuesday, July 12
 Tuesday, July 19
 Tuesday, July 26

August
 Blacklist Brewing
 Tuesday, August 2
 Tuesday, August 9
 Tuesday, August 23
 Tuesday, August 30

Total nights: _____ **Price:** _____

Contact Name: _____

Business Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Email: _____

Rates:	
12 weeks:	\$180
11 weeks:	\$220
10 weeks:	\$200
9 weeks:	\$180
8 weeks:	\$160
7 weeks:	\$140
6 weeks:	\$120
5 weeks:	\$110
4 weeks:	\$100
3 weeks:	\$75
2 weeks:	\$50
1 week:	\$25

Please list the product(s) you intend to sell:

I am 18 years of age or older: Yes No

Do you request electricity?: Yes No

Return completed application to hcarr@downtownduluth.com



2022 DOWNTOWN HAPPY HOUR MAKERS MARKET VENDOR CONTRACT TERMS

Adherence to attached Market Guidelines will be enforced

1. June markets will take place at Canal Park Brewing Company. July markets will take place at Hoops Brewing Company. August markets will take place at Blacklist Brewing Company. **Specific set up details will be distributed in an info packet prior to the event with details relevant to the event location.**
2. Vendors must be set up to take sales from 4:00 p.m. to 7:00 p.m. – **No Exceptions**
3. Vendors are responsible for providing their own tables and chairs (unless event location packet details otherwise). No canopies allowed.
4. There will be **NO reimbursements for parking.**
5. Your business is responsible for taxes paid on items sold at the Market.

Reimbursement/Cancellation Policy

1. **All vendor fees are non-refundable unless specifically stated otherwise in this Contract.**
2. Weather related cancellations:
 - a. June market at Canal Park Brewing: June markets at Canal Park Brewing are located outdoors without the option to move indoors. Therefore, rain and other unpredictable factors are a possibility. If the GDC cancels a June market date due to weather or other unpredictable factors, reimbursements will be issued at the end of the market season.
 - b. July market at Hoops Brewing: July markets at Hoops Brewing are located outdoors and will move indoors in the case of inclement weather.
 - c. August market at Blacklist Brewing Company: August markets at Blacklist Brewing Company are located indoors.
3. Vendor Cancellations
 - a. If a vendor decides to cancel any Market dates, they must give as much advance notice as possible, so we can try to fill your booth space with another vendor.
 - i. A vendor may qualify for reimbursement **ONLY** if they give the GDC at least one (1) week advance notice of any cancellation **AND** GDC is able to fill the vendor's spot from the waiting list 24 hours before the Market dates for which the vendor will be absent. **NOTE: No refund checks will be issued until September after the market season is completed.**
 - ii. If you will not be able to attend the Market on a day that you have a reserved space, please give the GDC director **AT LEAST 1 WEEK NOTICE** so that GDC may attempt to fill your space from the waiting list. If you provide such notice at least one week in advance, and GDC is able to fill your spot, you may be eligible for a reimbursement (see above). **Even if you are unable to give at least one week notice**, please call and let a GDC staff member know of your absence as early as possible so that GDC may attempt to fill your space in order to present a full Market.

General Contract Terms and Conditions:

1. The GDC, market location, and any associated businesses or sponsor are not responsible for any accidents that occur as a result of your participation in the Market.
2. The GDC is not responsible for any goods or services that you sell that in any way cause harm to the purchaser of your goods or services provided at the Market.
3. All authorized vendors participating in the Market shall be individually and severally responsible to the GDC for any loss, personal injury, deaths, and/or any other damage that may occur as a result of any vendor's negligence or that of its servants, agents, and employees, and all vendors hereby agree to indemnify and save the GDC harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the GDC by reasons of any vendor's negligence or that of its servants, agents and employees; provided that the vendors shall not be responsible or required to indemnify the GDC for negligence of the City of Duluth, its servants, agents or employees. **No insurance is provided by the GDC to participants in the Market.**
4. Entire Agreement – This Vendor Contract constitutes the entire agreement between GDC and the Vendor and supersedes all prior agreements, understandings, and negotiations, both written and oral, between GDC and Vendor. No representation, inducement, promise, condition or warranty not set forth herein has been made or relied upon by any party hereto.
5. Choice of Law – This Vendor Contract, and all questions concerning its construction, interpretation, validity and enforceability, shall be governed by the law of the State of Minnesota.
6. Force Majeure – Neither GDC nor Vendor shall be liable for any damages attributable to delays or a failure of performance under this Vendor Contract caused by acts or conditions beyond its reasonable control, including but not limited to, acts of God, delays caused by governmental authorities, strikes, lockouts and other labor unrest, delays in obtaining governmental approvals, and similar conditions.
7. Severability – GDC and Vendor acknowledge and agree that each and every provision of this Contract is of the essence. If any one or more provisions herein should be declared invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby and shall be carried out to the fullest extent possible.
8. No Agency – Nothing in this Contract is intended to or shall operate to create a principal-agent relationship, a partnership or a joint venture of any kind between GDC and Vendor, or to authorize either party to act as agent of the other or bind or obligate the other in any manner or make any representation or warranty on behalf of the other.

I accept the contract terms and conditions: (print & sign):
