

PRESENTED BY:



REVERE BEACH International Sand Sculpting FESTIVAL

JULY 20-22, 2024

2024 EXHIBITOR APPLICATION

EXHIBITOR APPLICATION

The Revere Beach International Sand Sculpting Festival is a renowned annual event that transforms the shores of Revere Beach into an awe-inspiring boardwalk and open-air festival. Celebrating its 20th year in 2024, this festival gathers world-class sand sculptors who showcase their incredible talents to hundreds of thousands of visitors each year.

Drawing diverse audiences and families from all over the world, the festival is a vibrant celebration of artistry, culture, and community. Beyond the sand sculptures, the event features over 75 food vendors, food trucks, and exhibitors, live music, interactive activities, amusement rides, fireworks, and a vibrant atmosphere, creating a memorable experience for attendees of all ages.

As a beloved tradition, the festival serves as a testament to the power of creativity and collaboration, fostering a sense of unity and appreciation for the arts along the picturesque coastline of Revere Beach.

CONTACT NAME:	COMPANY / FOOD TRUCK NAME:	TITLE:
EMAIL:		PHONE:
ADDRESS:		
PRODUCTS IN VENDOR SPACE (Must be preapproved):		

EXHIBITOR PRICING

BEFORE MAY 1

- 10' x 10' - \$2,500
- 10' x 20' - \$5,000

AFTER MAY 1

- 10' x 10' - \$2,500
- 10' x 20' - \$5,000

PLEASE EMAIL THE APPLICATION TO:
info@reverebeachpartnership.com

MAKE CHECKS PAYABLE TO*:

The Revere Partnership
800 W Cummings Park, Suite 3700
Woburn, MA 01801

Please indicate in the memo which Food Truck the check is for

IMPORTANT INFORMATION

- Electricity, tables, and chairs are not provided. All Exhibitors must be fully contained within their designated Exhibitor spaces. If you need additional storage space, you must request this ahead of time and there will be an additional charge.
- Exhibitors will not be permitted to sell bottled water, soft drinks, or other similar products, including, but not limited to, brand-name or store-bought beverages of any kind. All products or sellable items are subject to approval by RBP and the product must be listed specifically on the application. Failure to comply will result in expulsion from the event and forfeiture of payment.
- Exhibitors will have the opportunity to select their own space on a first come first serve basis. Space will not be confirmed until payment is made in full.
- RBP reserves the right to make any changes necessary to the final site map and may change the Exhibitor location if necessary.
- Exhibitor must be in place no later than 9:30 am to ensure smooth operations and inspections

Initials

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TERMS AND CONDITIONS

This food vendor agreement is between _____ (exhibitor) and the Revere Beach Partnership (“RBP”). Each occurrence of the Revere Beach International Sand Sculpting Festival is referred to as the “ISSF”.

Section 1 - Grant of Space

Upon acceptance of the Exhibitor Application, signed contract, and receipt of payment, RBP will grant the exhibitor the right to use an appointed designated area in the ISSF (“the space”) on Friday, July 19th, Saturday, July 20th, and Sunday, July 21st. Load-in time for the festival will begin at 6 am on Friday, July 19th. Exhibitors are permitted to keep set-ups until the end of the festival on Sunday, July 30th at 8 pm. There will be overnight security each night.

Festival hours are:

- Friday: 10 am-10 pm
- Saturday: 10 am-10 pm
- Sunday: 10 am-8 pm

Section 2: Laws and Permits

- Exhibitors must comply with all relevant local, state, and federal laws. The exhibitor is responsible for collecting and paying any applicable sales and meal taxes.
- The exhibitor is responsible for obtaining and paying for all permits and taxes that are required for operation, including state sales tax.
- A fuel storage permit is required for all generators not fueled directly from a fuel storage tank.

Section 3: Use of Space; Exhibitor Conduct

- The exhibitor’s use of the space is non-transferable. The exhibitor may not allow anyone else to use the space without the express written permission of RBP. The exhibitor may not sublet the space to any other exhibitor.
- RBP offers no guarantee or warranties of any kind. The ISSF takes place rain or shine. No refunds or rain checks will be given. There will be no refunds whatsoever if any unforeseen acts of God, terrorism, or war result in the cancellation of the event.
- Exhibitors must keep all their merchandise within the allotted boundaries of the space.
- Amplified music is only allowed with written consent by RBP.
- Exhibitors must be set up and be ready for operation by 10 am all three days of the ISSF (the official opening time of the ISSF) and must vacate the ISSF grounds by one hour after the official closing time of the ISSF. Once Exhibitor is in place, they will not be allowed to leave for any reason unless there is an emergency and has been given permission from the RBP.
- No outside vehicles besides the permitted Exhibitor are allowed in the ISSF before 10 am or after 11 pm during the ISSF’s hours of operation. Merchandise or supplies must be transported by hand or on all small carts. Each Exhibitor will be given 1 parking permit that can be used during the festival in the reserved Exhibitor parking area. Parking is limited and not guaranteed and is at the sole responsibility of the Exhibitor. Each Exhibitor is responsible for additional parking arrangements.
- Exhibitors must remove their trash from their space and dispose of trash in containers provided by the Department of Conservation and Recreation (“DCR”). Exhibitors must leave the space trash-free and in the same condition as when provided. Exhibitors will be charged a \$500 penalty for any debris or trash left on-site with photographic evidence.
- Exhibitors must wait until any hot coals are cool to the touch before dumping in them the trash. Dumping hot coals in the trash is a safety hazard and will result in a \$1,000 fine.
- Exhibitors shall not sell, distribute, or consume any alcoholic beverages at the festival during the entire period of the festival. Failure to comply will result in the closure of both until compliance. Non-compliance will result in automatic forfeiture of all fees and deposits to RBP.
- Exhibitor shall be subject to and shall comply with all the Exhibitor rules and regulations of the City of Revere Department of Health, including complying with all regulations applicable to a temporary food establishment. If propane is used, fire extinguishers must be present and to code.
- Setup and breakdown procedures will be coordinated by RBP.

Section 4: Advertising

- Any food truck wishing to advertise must do so at its own expense. Any advertising must be approved by RBP before publishing.

Section 5: Indemnification and Release

- Exhibitor will release, indemnify, and will hold harmless RBP and the City of Revere from any claims arising from any injuries, losses, or damages (whether to person or property) caused by exhibitor and its associates, food vendor’s merchandise, or food vendor’s participation, or operation in the ISSF. The exhibitor agrees to indemnify RBP and the City of Revere is solely responsible for any additional costs that may arise and have not been outlined in the scope of services listed above in this agreement.

Initials

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Section 6: Causes for Denial of Selling Privileges; Disciplinary Action

- Any Exhibitor who seeks to evade, or refuses to make payment of, the proper rental fees will be denied selling privileges.
- Use of racial or ethnic slurs, profanities, derogatory language, or other inappropriate behavior will not be tolerated on ISSF premises and will be cause for denial of selling privileges.
- If RBP learns of written or verbal complaints against an Exhibitor showing reasonably conclusive evidence that the Exhibitor has practiced deception by either: (i) displaying or selling merchandise packaged to misrepresent the quality or condition of such merchandise, or (ii) giving false information regarding the origin, variety, quality, condition, or value of the merchandise, RBP may revoke this contract or take other appropriate action.
- RBP may take appropriate action against any Exhibitor who fails to comply with relevant laws (federal, state, and local), this Exhibitor contract, or other rules established by RBP. Such actions may include but are not limited to revocation of this contract, permanent denial of selling privileges, or other relief deemed necessary by RBP. RBP may impose additional rules and regulations, as the RBP deems necessary. RBP will notify Exhibitors of these additional rules.

Section 7: Insurance

IMPORTANT * THE NAMED INSURED ON ALL CERTIFICATES OF INSURANCE MUST BE THE EXACT LEGAL NAME OF THE EXHIBITOR/CONCESSIONAIRE AND MUST BE IDENTICAL TO THE NAME OF THE EXHIBITOR. CONCESSIONAIRE LICENSEE ON THE LICENSE AGREEMENT.

- Tax Classification Form- must be filled out and returned with your agreement.
- All exhibitors are required to submit to RBP Certificates of Insurance naming the Revere Beach Partnership as Additional Insured and evidencing the following types of insurance and coverage limits.
- General Liability Certificate: \$2,000,000 General Aggregate limit, \$1,000,000 per Occurrence Products-Completed operation limit
- Auto Insurance: \$1,000,000 Combined Single Limit Each Accident
- Workers Compensation Coverage: \$100,000 for each accident, each employee, and \$500,000 policy limits
- All exhibitor's Business Name or d.b.a name must be shown on the certificate as well as all permits and applications

Section 8: Incorporation and Modification

- This document included all components of the agreement of the parties and is fully incorporated herein. The Application materials provided by the Exhibitor to the RBP shall be incorporated herein by reference. No other promises were made before the execution of this agreement; however, such modification shall only be binding upon the parties by a signed written agreement. No oral modification or agreement outside the scope of this agreement shall be binding upon either party.

Section 9: Force Majeure and Covid-19

- The Revere Beach Partnership will require all vendors to adhere to all COVID-19 restrictions in place during the time of the event.
- RBP offers no guarantee or warranties of any kind. The ISSF takes place rain or shine. No refunds or rain checks will be given. There will be no refunds whatsoever if any unforeseen acts of God, terrorism, or war result in the cancellation of the event.
- In no event shall RBP and its associates be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, governmental actions such as, but not limited to, COVID-19 work stoppages/closures, nuclear or natural catastrophes or acts of God, interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the RBP shall use reasonable efforts which are consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances.

REQUIRED DOCUMENT CHECKLIST

	Fuel Storage Permit - Revere Fire Department (if using a generator) Lt. Erin Leary, eleary@revere.org, 781-286-8363, x64031
	Certificate of Insurance
	ISSF Permit (issued upon arrival for the event)

SIGNATURE AND ACKNOWLEDGEMENT

By signing below, I hereby acknowledge that I have completely read and fully understand the Application, Terms & Conditions. Fulfillment of this Food Truck form does not guarantee or secure your spot in the 2024 International Sand Sculpting Festival. All forms are reviewed and approved by the event committee.

Name:	Signature:	Date: