



ESSENCE Festival® – Vendor Rules & Procedures

2019 VENDOR RULES & PROCEDURES

The ESSENCE Festival is committed to a quality event with a unique and innovative assortment of vendors. All vendors are required to comply with the rules and procedures listed. Please read and adhere to all policies outlined below.

SHOW DAYS/LOAD IN/ CONTACT INFORMATION:

EVENT	ESSENCE DAY	ESSENCE @ THE CENTER	ESSENCE @ THE SUPERDOME
Location	TBD	Ernest N. Morial Convention Center	Mercedes-Benz Superdome
Vending Opportunities	<u>Local LA Vendors/ Exhibitors Only</u> Marketplace, Eats Food & Dessert Trucks, and Community Corner 501(c)(3) exhibitors	Marketplace, Eats and Community Corner 501(c)(3) exhibitors	Eats Food Vendors
Vending Hours	11am-6:30pm	9:30- 6pm	6:30-midnight
Vending Dates	Thursday, July 4, 2019	Friday, July 5- Sunday July 7, 2019	Friday, July 5- Sunday July 7, 2019
Load In	Thursday, July 4, 2019	Thursday, July 4, 2019	Thursday, July 4, 2019
Load Out	Thursday, July 4, 2019	Sunday, July 7, 2019	Monday, July 8, 2019 (after Sunday show)
Contact Email	Eats: FestivalEats@Essence.com All Other: EssenceDayMarketplace@Essence.com	Eats: FestivalEats@Essence.com All Others: FestivalCCMarketplace@Essence.com	FestivalEats@Essence.com

For general questions, please feel free to email FestivalVendors@Essence.com

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SELECTION PROCESS

- Submission of an application does not guarantee selection as a 2019 ESSENCE Festival® vendor. Selection of vendors and space assignments are at the discretion of ESSENCE Festival.
- Starting no later than February 15, 2019, we will start sending out approvals. All footprints will be confirmed no later than April 1, 2019.
- **IMPORTANT:** Once approval has been communicated, applicant will be sent an agreement. Accepted applicants will have 10 days (no less than 5 business days) to provide all required documents, execute vendor agreement and pay 100% of booth fees. If applicant does not complete each required task, within the allotted timeframe, then the footprint will be allocated to another applicant.
- Festival Sponsors will be included in all Festival signage in such location and format at Essence's discretion, including ESSENCE Eats booths and corner locations.
- Special consideration will be given to local vendors and ESSENCE Marketplace legacy vendors.
- The Festival reserves the right to limit the number of vendors selling similar items or services.
- Applications completed after the April 1, 2019 deadline will be accepted **ONLY IF** space is still available and the products offered enhance the overall ESSENCE Marketplace experience. If there is space available, we will reach out to applicants in the order they applied to confirm their interest and collect the \$75 application fee prior to review.
- All confirmed vendors will be notified of booth number via email by June 1, 2019. Booth location will not be changed once assigned.

PERMIT AND INSURANCE REQUIREMENTS

- All vendors must have the following on display and in his or her possession at all times during the Festival:
 - City of New Orleans Occupational (no fixed place of business) license. Copies must be presented to ESSENCE Festival upon request. City of New Orleans and State of Louisiana sales tax must be paid in full to authorized representatives prior to the Festival's closing on Sunday, July 7, 2019.
- All ESSENCE Festival vendors are required to carry a valid General Liability, Workers Comp and Business Automobile Liability Insurance.
 - Upon payment of booth rental fees and execution of a Festival Vendor Agreement, each vendor shall provide ESSENCE with a certificate of insurance (COI) evidencing all insurance coverage as required under the terms of the Festival Vendor Agreement. Please note that the level of insurance required will vary based upon the type of vending opportunity granted.
 - During the Term of this Agreement and, with respect to any claims-made policies, for a period of three (3) years thereafter, Vendor, shall obtain and maintain insurance coverage, with licensed insurance companies of the following minimum types and limits (final requirements provided within Vendor Agreement):

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- Commercial General Liability insurance, on an “Occurrence” basis with combined bodily/personal injury and property damage limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, including coverage for public liability, bodily injury, property damage, personal injury, advertising injury, products coverage, completed operations coverage, and broad form contractual liability coverage for all liabilities and indemnities assumed in the Vendor Agreement.
- Workers’ Compensation insurance in compliance with all statutory requirements, and Employer’s Liability Insurance, with limits of not less than \$1,000,000 each occurrence.
- Business Auto liability insurance covering all vehicles used by Vendor, its representative, agents, designees and/or contractors, in the carrying out \$1,000,000 combined single limit per accident or occurrence for bodily injury Vendor shall ensure that all liability insurance carried pursuant to the Vendor Agreement identifies and names ESSENCE Festivals Productions LLC, ESSENCE Festivals Investments LLC, ESSENCE Festivals LLC, ESSENCE Communications Inc., New Orleans Metropolitan Convention & Visitors Bureau, Mercedes-Benz Superdome, Ernest N. Morial Convention Center, Essence Ventures LLC, Solomon Group Productions, LLC, and each of their respective parents, subsidiaries, affiliates and assigns as additional insureds.

BEVERAGE POLICY

The ESSENCE Festivals Productions LLC maintains the exclusive right to ALL BEVERAGE SALES and DISTRIBUTION at the ESSENCE Festival. Unless previously authorized, NO VENDOR or SPONSOR may sell or provide samples of alcohol, carbonated soft drinks, bottled water, iced tea or bottled fruit juices or beverages of any kind. This policy will be strictly enforced and will result in termination.

FOOTPRINT REGULATIONS

- The Festival assigns vendor space solely for the promotion and sale of products and services expressly approved by ESSENCE and specified in your vendor agreement and on your application.
- All vendors are not permitted to exhibit or promote their products or services outside the boundaries of their assigned space. This is a policy of the Festival and the Fire Marshall. Vendor compliance will be strictly enforced by staff and onsite security.
- All merchandise and signage must be contained within your footprint.
 - Décor may not be attached, adhered, tied or otherwise affixed to property, structures or plants belonging to the ESSENCE Festival or the venue. ESSENCE will provide one (1) official Festival booth sign attached to the front façade of booth structure. Modifications to booth signage is not permitted.

- Vendor/exhibitor is certifying that he/she will not engage in any activity that would obstruct aisles, pedestrian walkways and/or obstruct another vendor/ exhibitor's footprint, including impromptu showcasing of merchandise, art demos, etc.
- No clothing racks, art displays or tables are permitted outside your footprint/booth space or in the aisles. If you need more room for your display and/or storage, you must purchase a second booth prior to load-in. Uniformed security and marketplace staff will enforce vendor compliance and Fire Marshall regulations.
- All vendor booths must remain open and staffed for business for the duration of the Festival.
- Celebrity appearances in any booth must be pre-approved by ESSENCE Festival.
- For venues outside of the Convention Center and Superdome, electricity must be requested. All fees related to electricity will be at the vendor's sole cost and shall be paid directly in accordance with guidelines that will be provided.
- Generally, ESSENCE will not supply WiFi in the booths. Please plan to secure your own
- Wi-Fi connection and hardware for processing payments. Depending on the venue, there may be opportunity to purchase Wi-Fi through Essence. Please inquire with your Vendor Management team.

VENUE REGULATIONS

- Smoking is strictly prohibited throughout all ESSENCE Festival venues, buildings and properties. Contracted staff and vendors may not smoke during set-up or break-down.
- No open flames are permitted in any building (with the exception of those used for chaffing dishes within designated ESSENCE Eats vending areas). All decorations must be fire retardant.
- Parking in designated spaces with permit only. The Festival may charge an additional parking fee.
- Vendor agrees to comply by Fire Safety and Fire Marshall guidelines
- Amplified sound in vendor selling area is strictly prohibited.
- No Pets Allowed on Festival Grounds (except for service animals, which must be registered with ESSENCE in advance). Anyone found with a pet on the premises will be asked to leave immediately with NO REFUND. Service Animals are permitted in accordance with Americans with Disabilities Act (ADA) compliance.

VENUE PROCEDURES

- Load In/ Out Info:
 - Site access/Set up: Vendors will be pre-assigned credentials sign-in, site access, arrival and set-up times.
 - All vendor/ exhibitor booths must not close its booth or tear down prior to specified venue closing times outlined in the **SHOW DAYS/LOAD IN/ CONTACT INFORMATION** grid above.

- All vendors are responsible for cleaning their space and trash removal during and after the Festival.
- Overnight Security: Limited overnight security is contracted by the Festival. However, the Festival will not be held responsible for lost, stolen or damaged merchandise. All vendors who choose to leave items overnight do so at their own risk. Uniformed roving security will be present in the vending/ exhibiting areas during hours open to the public.

MARKETPLACE PRODUCT GUIDELINES

- ESSENCE Festival does not guarantee vendor items will be sold or guarantee any type of revenue that is generated from sales.
- All vendors may only sell what the Festival has pre-approved during the registration and evidenced in the signed Vendor Agreement. Vendors promoting or selling any other products or services not listed on their application and contract agreement will be required to remove them from their vendor space.
- Offensive materials, e.g., ethnically or racially offensive items, may not be sold or displayed at the Festival. Failure to comply with this policy will result in termination from the Festival.
- Merchandise on sale must be appropriate for minors and all ages. Vendors with explicit or profane items will be asked to leave immediately. Merchandise representing Black Excellence is strongly encouraged.
- No vendor is permitted to conduct any type of recreational or entertainment activities (i.e., face painting, sand art, clowns, etc.)
- Essence Marketplace vendors may sell packaged food only if the item is a) approved by the FDA and b) a bulk take-home consumption item. No on-site consumption items will be allowed, e.g., no individually wrapped pralines, bags of mixed nuts, cooked items, etc., unless pre-approved by Essence in writing.

MARKETING PARAMETERS

- Vendors/Exhibitors should not use the official ESSENCE Festival logo or artwork or incorporate the name ESSENCE Festival into your product line. The name and logo are protected by trademark and copyright laws and may only be used by special licensing agreements.
- When promoting participation in the Festival, vendors and exhibitors must use the official event title in all promotional materials, which is anticipated to be ESSENCE Festival Presented by Coca-Cola. Additionally, Mercedes-Benz Superdome vendors must reference the venue as “Mercedes-Benz Superdome”.

Food Vendors please be sure to read the Food Vendors Rules and Regulations as it contains additional important information.

FOOD VENDORS RULES AND REGULATIONS

- Applicants must be willing and able to cooperate with Health and Sanitation requirements of the State of Louisiana, Mandated insurance requirements of the Essence Festival, its partners, agents and venues, and Parish and State laws pertaining to food service, licensing and tax reporting.
- All ESSENCE Eats vendors must ensure that all approved food Items are available for sale at all Festival times during each day of the Festival.
- Food vendors must honor the posted prices for approved food items and must not make any price increases.
- Extremely Spicy Food Policy: In order to ensure the health and safety of its attendees, the ESSENCE Festival is no longer allowing vendors to sample or sell any edible that is considered extremely hot or spicy. Foods that cause your customers extreme burning, pain, vomiting or stomach illness are not allowed at the Festival. Even if you have waivers for your customers to sign, these foods are not allowed. Failure to comply with this policy will result in immediate termination, and no refund of any rental fees.
- Vendor shall properly bag and dispose of all trash in the area as directed by Essence Festival management and/or venue personnel.
- Vendors' food stock and equipment shall be stored in a discreet manner that is not visible to the public.
- Vendors' food shall be fresh, refrigerated, and maintained at all times as required.
- Gloves must be worn while handling (i.e., cutting, assembling and/or serving) all food. Bare hand contact is prohibited.
- When cooking, please make sure to use lids and covers for your pots and pans.
- Stored food must be 6" (inches) off the ground or floor.
- Outdoor customer self-service condiments must be in pump-style dispensers or individual packets.
- Hot foods must be held at more than 135 degrees Fahrenheit and cold foods held at less than 45 degrees Fahrenheit.
- No eating or drinking inside the booth. Personal drinks and items must be stored separately from consumer items.
- Food vendors must supply all other necessary services and equipment required for the operation of the Vendor Food Booth at their own cost, including, but not limited to, the following:
 - 40BC fire extinguisher (or such other model as required by ESSENCE Festivals and/or the venue)
 - Hand washing and hand drying system sanitizer and a PH Test kit (ESSENCE Day on the Park and ESSENCE Street Fair Eats vendors only)
 - All holding equipment and serving utensils

- Single service flatware, paper products, and condiments
- Proper refrigeration, if needed
- Dolly or hand cart to transport products and equipment to the Vendor Food Booth, if needed
- Revenue Share Participation. ESSENCE Festival will implement a new revenue share model for 2019. Food Vendors are required to pay ESSENCE 15% of their gross revenue (“Commission”) that exceeds the revenue thresholds listed in the chart below. The Commission will max out at \$25,000, if applicable. Please note that for purposes of calculating the Commission, Food Vendor’s gross revenue shall not include the following:
 - Tips
 - Credit card processing fees for all digital transactions (credit, debit, etc.) as set by Festival POS tablet partners
 - Local sales tax

The Commission will be collected by ESSENCE at the conclusion of the Festival via the Festival POS tablet funds transfer system, details of which shall be provided to all Food Vendors.

	ESSENCE DAY (1 Vending Day, 7.5 vending hours/day)	ESSENCE AT THE CENTER (3 Vending Days, 8.5 vending hours/day)	ESSENCE AT THE SUPERDOME (3 Vending Days, 5.5 vending hours/day)
Food Booth	\$1,800	\$35,000	\$30,000
Food Truck	\$1,800	N/A	N/A
Dessert Booth	\$1,800	\$16,000	N/A