

THE FABULOUS FIFTH AVENUE FAIR

Sunday – May 19th, 2024
Sterling Street to 12th Street



Dear Store Owner,

The Park Slope/Fifth Avenue BID will be conducting The Fabulous Fifth Avenue Fair on Sunday, May 19th, 2024. The public hours will be from 10am – 6 pm (Rain or Shine). This festival is designed to raise revenue for The BID, as well as attract thousands of shoppers to Fifth Avenue. Your participation is very important to us; therefore, we are offering the following incentives to all merchants and BID members. All wishing to participate can do so at the following reduced rental fee.

First Space 10 x 10: \$55.00
First Space 10 x 10: \$50.00

Additional 10x10 Spaces: \$105.00 (Visa/MC)
Additional 10x10 Spaces: \$100.00(Check/Money Order)

ATTENTION: Any business wishing to have **LIVE MUSIC** in front of their establishment **MUST FIRST** get approval from Clearview Productions, then contact the Police Department and obtain a **SOUND DEVICE PERMIT** for the hours of **12PM – 5PM**. **MUSIC MUST** be kept at a **REASONABLE VOLUME**; that determination will be made by the Event Manager the day of the event. DJ's, Recorded Music, or any other forms of **AMPLIFIED MUSIC** will **NOT** be permitted.

Establishment wishing to sell BEER or WINE: Please see the reverse page for step-by-step mandatory guidelines. You must submit an application with supporting documents by the deadline of **April 19th, 2024**.

To reserve a space(s) directly in front of your store - in the street (not on the sidewalk) – Kindly, fill out the information below and return it with **payment** to **Clearview Productions** before the **deadline of May 9th, 2024**. **Please note:** You **cannot** participate unless a completed application is submitted before the deadline. Merchants are responsible for providing **their own display equipment**.

NAME OF STORE _____ TOTAL # OF SPACES _____

CONTACT: _____
(Last) (First)

ADDRESS _____ CROSS STREETS _____

EMAIL _____ TELEPHONE _____

SALES TAX NUMBER _____

ITEMS FOR SALE, PROMOTION OR DISTRIBUTION _____

I hereby accept the above Terms & Conditions as stated on page two (2) and have provided Clearview Festival Productions LLC a Certificate Of Insurance and hold harmless as stated:

SIGNATURE: _____ Date _____

SUBMIT APPLICATION WITH CREDIT CARD INFO VIA FAX TO **646-230-0718** or EMAIL info@clearviewfestival.com

CREDIT CARD #: _____ EXP. DATE: _____ CVV# _____ VISA /MASTER **ONLY**

I authorize Clearview to charge the above Credit Card for this Festival and clearly understand this is a **FINAL SALE**
NO Refunds, Cancellations or Credits

SIGNATURE: _____ PRINT NAME ON CARD: _____

Make Check (30 days prior to the event) OR MONEY ORDER PAYABLE TO:

Clearview Festival Productions

630 Ninth Avenue, Suite 417

New York, NY 10036

646-230-0489

Guidelines to Sell Beer or Wine:

To meet NYC/SLA regulations you are required to purchase a "minimum" of three (3) 10x10 spaces directly in front of your establishment, one for the sale of Beer & Wine and the others for the consumption.

For establishment that currently have Outdoor Dining or participate in Open Restaurants Program

Your existing SLA extension of premise permit covers you for the fair. Please submit a copy of your permit with the festival application for submission to the Mayor's Office and NYPD.

For establishment that do not have Outdoor Dining or participate in Open Restaurants Program

1. Send SLA Municipal notice to the Community Board 60 days prior to Fair, MUST be sent certified mail.
2. Email SLA- (a) proof if certified mail (b) copy of Clearview event permit, as written authorization providing permission to use the municipal property (c) site plan diagram showing activation on street.
3. Apply For One-Day Beer & Wine Permit from the SLA.
4. Forward Clearview Productions copy of Temporary Beer, Wine and Cider Permit.

Day of Festival- It is the responsibility of the individual merchant to monitor and control the consumption of Beer or Wine during the event. Consumption MUST be limited to the space(s) purchased within the festival for that purpose. No patrons may be allowed to leave the merchants premises with any alcoholic beverages. Consumption area must be clearly cordoned off. Sale and consumption to end promptly at 6pm. Failure to comply with any of the above guidelines, state laws/ regulations and or verbal instructions from Clearview management and or local authorities the day of the festival will be grounds for immediate forfeiture of any establishments' right to sell beer or wine at the festival as well as future festivals.

It is understood that all participating establishments are responsible for their actions and the actions of their patrons. You are responsible for monitoring the safe consumption of alcoholic beverages served by your establishment. Furthermore, you agree to hold harmless and defend Clearview Production and Maspeth Chamber of Commerce against any losses or claims arising from your establishment's participation in the Festival.

TERMS AND CONDITIONS

1. Exhibitor shall stay within Exhibitor's assigned space and shall not block the sidewalk, impede the free use of the center of any street or any crosswalk or interfere with the use of other exhibits or Festival events. No one shall set up equipment or property within 8 feet of a fire hydrant. If Exhibitor shall require electric power, Exhibitor shall make its own arrangements (60 decibels or less).
2. Exhibitor must at a minimum have a representative at each assigned space by 10:00 am. Failure to do so will result in the Producers precluding the Exhibitor from participation and the Exhibitor shall not be entitled to any refund. Producer may re-rent the space to another exhibitor and shall have no liability to the original Exhibitor.
3. The use of the exhibit space shall be only by the Exhibitor assigned to it and Exhibitor's employees. Exhibitor may not assign its space or any portion thereof to any other exhibitor or individual without the express prior written consent of Producer. Producer reserves the right to move Exhibitor at any time during the course of the event for any reason whatsoever. Exhibitor cannot sell the same merchandise as the Storeowner behind them. If this situation arises, bring it to the Producers attention immediately and the necessary action will be taken to secure the Exhibitor another location in the event.
4. Producer may cancel the event on notice to Exhibitor:
 - a. if the Festival fails to get the necessary government approvals;
 - b. if an insufficient number of Exhibitors shall have applied and been accepted;
 - c. in the case of actual rain or other precipitation as described below;
 - d. by reason of any other circumstance beyond Producer's control;
 - e. subject to Community Board Approval;
 - f. Act and/or Threat of Terrorism.

Provided Producer shall have proceeded diligently and at all times acted in good faith, Exhibitor's sole remedy upon cancellation shall be transfer of Exhibitor's Agreement to an Equivalent event determined by the Producer. No Transfer or Refund shall be made for any cancellation by reasons of weather conditions.

5. The event will not be canceled by reasons of inclement weather before 11:00 am on that day. Producer shall have the sole right to order the cancellation which right shall not be exercised unless there is actual precipitation sufficient in Producer's judgment to deter or significantly diminish public attendance or any condition that is potentially dangerous to the Exhibitor or General Public. Upon cancellation of the event, Exhibitor must pack up his/her space and vacate the premises within 30 minutes of the cancellation. Once cancellation is issued **NO REFUNDS – NO TRANSFERS – NO CREDITS – NO EXCEPTIONS.**
6. Producer may exclude or terminate Exhibitor's participation in the event and shall have no obligation to refund any payment or transfer any contract rights if Exhibitor has failed to comply with the Terms & Conditions of this Agreement.
7. Producer shall not be liable to Exhibitor for fire, theft, casualty or other loss, nor any act or omission to act of Producer not inconsistent with this Agreement, unless such act or omission to act is grossly negligent or fraudulent.
8. Exhibitor and all Exhibitor's employees shall desist from rowdiness, loud or offensive speech and other conduct annoying to other vendors, the sponsor and the public. Exhibitor agrees to comply with all Community Board Guidelines as well as all current NYC & State Laws and Regulations.
9. The sale, marketing and or distribution of counterfeit merchandise, CBD/ THC related products and toy guns is prohibited. Any Exhibitor found doing such will be ejected immediately from the Festival with no refund.
10. **As a condition to its participation in the Festival, Exhibitor: (1) confirms that it has obtained a policy of general liability insurance covering Clearview Productions, Inc ("Clearview"), and a certificate of insurance will be provided to Clearview prior to the Festival ; (2) agrees that Exhibitor (and its insurer) will hold harmless and indemnify Clearview from and against any liability, loss, cost or expense (including attorney's fees) arising from claims brought by third parties due to acts, omissions, or negligence of Exhibitor or its agents or employees.**

I hereby accept the above Terms & Conditions SIGNATURE: _____ Date _____