

# THE FABULOUS FIFTH AVENUE FAIR

Sunday – May 18th, 2025

Sterling Street to 12<sup>th</sup> Street



Dear Store Owner,

The Park Slope/Fifth Avenue BID will be conducting The Fabulous Fifth Avenue Fair on Sunday, May 18th, 2025. 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 / 5th Avenue BID. **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 attached page for step-by-step mandatory guidelines. You must submit an application with supporting documents by the deadline of **April 18th, 2025**.

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, 2025**. **Please note:** You **cannot** participate unless a completed application is submitted before the deadline. Merchants are responsible for providing **their own display equipment**.

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“Producer”: Clearview Festival Productions, Inc

NAME OF STORE (“EXHIBITOR”) \_\_\_\_\_

CONTACT PERSON (FIRST) \_\_\_\_\_ (LAST) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP CODE \_\_\_\_\_

CROSS STREETS \_\_\_\_\_ EMAIL \_\_\_\_\_

TOTAL # OF SPACES \_\_\_\_\_ TELEPHONE \_\_\_\_\_

SALES TAX NUMBER \_\_\_\_\_ MERCHANDISE CARRIED IN STORE \_\_\_\_\_

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If paying by credit/debit card, fill out below & either email to: [info@clearviewfestival.com](mailto:info@clearviewfestival.com) OR fax: 646.230.0718

CREDIT CARD #: \_\_\_\_\_ EXP. DATE: \_\_\_\_\_ CVV# \_\_\_\_\_ VISA /MASTER ONLY

**This is FINAL SALE - NO Refunds, Cancellations or Credits**

## CLEARVIEW PRODUCTIONS

630 Ninth Avenue - Suite 417

New York, NY 10036

646.230.0489

**Signature below acknowledges acceptance of the Terms and Conditions annexed in Exhibit A and when applicable Credit Card Authorization as a Final Sale.**

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT A**  
**TERMS AND CONDITIONS**  
**AGREEMENT BETWEEN**  
**Exhibitor and Clearview Festival Productions, Inc.**

1. Exhibitor shall stay within Exhibitor's assigned space(s) ("Space") and shall not occupy or block the sidewalk, islands and/or tree pits nor impede the free use of the center of any street or any crosswalk or interfere with the use of other exhibits or Festival. No one shall set up equipment or property within 7 feet of a fire hydrant. If Exhibitor shall require electric power, Exhibitor shall make its own arrangements (generators must be lower than 60 decibels and accompanied by a 10 lbs. fire extinguisher with a valid and current tag from a licensed inspector.)
2. Exhibitor shall maintain a 15 feet fire lane (in the center of street) for emergency access free from obstruction.
3. All breakdown of the Space must be completed between the hours of 6:00 p.m. and 7:00 p.m. – all vehicles must be removed from the Festival site no later than 7:00 p.m.
4. Exhibitor shall ensure all cooking, warming and display equipment meets regulatory agencies standards/requirements. Exhibitor cooking or preparing food needs a valid and current tagged and inspected 10 lbs. fire extinguisher. Please refer to FDNY Rules of the Fire Department available at NYC.GOV
5. All tents used by Exhibitor must be weighed down with a minimum of 25 lbs. per leg for a total minimum of 100 lbs. per tent/canopy.
6. Exhibitor shall correct and/or remove any equipment from the Space that violates any and/or all above guidelines/regulations within 15 minutes of verbal communication from Producer or any applicable regulatory and/or municipal agency.
7. The use of the Space shall be only by the Exhibitor assigned to it and Exhibitor's employees and/or representatives. Exhibitor may not assign the Space or any portion thereof to any other exhibitor or individual without the express prior written consent of Producer. Provided Producer shall have proceeded diligently and at all times acted in good faith, Exhibitor's remedy upon cancellation shall be the transfer of location in this Agreement to another location as determined by the Producer. No Refund shall be made for any cancellation by reason of inclement weather conditions.
8. 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.
9. Producer shall not be liable to Exhibitor for fire, theft, casualty or other loss to equipment or items in the Space.
10. 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 laws, regulations and codes of the City and State of New York and/or any other applicable municipal agency.
11. The sale, marketing and or distribution of counterfeit merchandise, CBD/ THC related products, alcohol or tobacco related products, fortune teller, tarot reader and/or psychics, permanent tattoo artist and/or toy guns are prohibited. Any Exhibitor found doing any of the activities and/or selling any items

enumerated in this Paragraph this Agreement will automatically be deemed terminated and the Exhibitor will promptly be ejected from the Space. In the event this Agreement is terminated pursuant to this Paragraph, the Exhibitor will not be entitled to a refund of monies.

12. **Insurance Requirements.**

- a. Commercial General Liability Insurance (“CGL”). Exhibitor shall obtain and maintain, at its own expense a CGL insurance policy which shall be in effect on the date of the Festival or event in the amount of \$1 million per occurrence with a limit of \$2 million in the aggregate. The CGL policy shall be subject to the approval of the Producer and shall include coverage for contractual liability.
  - b. Certificates of Insurance. Exhibitor shall provide Producer with a certificate of insurance naming the Producer as an Additional Insured on the CGL policy on a primary and non-contributory basis. Exhibitor shall provide Producer with advance notice of modification, material change, non-renewal, or cancellation of the required insurance in effect during the Term.
  - c. Worker’s Compensation: if the Exhibitor has any employees, Exhibitor must provide proof of a worker’s compensation policy with minimum limits required by the State and City of New York and/or other applicable municipalities.
13. **Indemnity. To the fullest extent permitted by law, Exhibitor shall indemnify, and hold Producer, its agents, representatives, members, officers, directors, employees and affiliates harmless from and against any liabilities, claims, demands, losses, costs, fees, expenses or damages, including attorneys’ fees it may incur arising from, or in connection with, in whole or in part, by the actions, omissions, breach, negligence and/or intentional conduct of the Exhibitor and/or its employees, agents, contractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or any agents of the Exhibitor. This Paragraph shall survive the termination of this Agreement.**
14. Exhibitor shall comply with all applicable provisions of the Americans with Disabilities Act and/or any other similar state and or city law, rule or regulation.
15. The laws of the State of New York apply to any action relating to this Agreement. Venue for any court action brought in connection with this License Agreement shall be in New York County, NY.
16. If any provision of this Agreement, or its application to any situation shall be invalid or unenforceable to any extent, then the remainder of this Agreement, or the application thereof to situations other than that as to which is invalid or unenforceable, shall not be affected thereby, and every provision of the Agreement shall be valid and enforceable to the fullest extent of the law.
17. No delay or omission by the Licensor in exercising any right, power, or privilege under this Agreement shall impair such right, power or privilege, nor shall any single or partial exercise of any other right power or privilege.

## **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 establishments 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 establishments 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 of 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. The 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 Fifth Avenue BID against any losses or claims arising from your establishment’s participation in the Festival.