



2019 H STREET FESTIVAL VENDOR REGISTRATION INFORMATIONAL PACKET

WELCOME!

Thank you for your interest in the 2019 H Street Festival. This enclosed information is your festival guide. If you have any questions regarding this packet or anything else not included in the packet, please contact vendors@hstreet.org

2019 FESTIVAL DATES AND DEADLINES

July 15, 2019	Deadline for Applications
July 31, 2019	Deadline for Applications with Late Fee Applied
September 21, 2019	FESTIVAL DAY

VENDORS, MERCHANT, FOOD AND PATIO REGULATIONS

These regulations are included in and incorporated in the application which you have submitted to H Street Main Street (HSMS) as part of the 2019 H Street Festival. You, as a vendor, whether as an H Street merchant, a food and patio vendor, an artist, a vendor, or a merchant agree to be bound by all of the supplemental rules and the penalties set forth below. These supplemental regulations are in addition to any DC Metropolitan Police regulations or laws. Alcohol Beverage Regulatory Administration laws, and all laws and regulations now in effect relating to the fire, safety, police, public safety, and Homeland Security.

VENDOR SPACE

Basic Vendor space is for a 10 x 10-foot space unless additional space was purchased. All goods, equipment, and services must remain within that space. **Items outside purchased space are subject to removal and the vendor subject to festival dismissal.** Location will be assigned at the sole discretion of H Street Main Street to maximize the effectiveness of vendor participation, dependent on City regulations, pedestrian flow, and layout of the Festival. The vendor may not transfer the booth to a vendor who is not listed on the original application. HSMS will send materials to vendors with instructions for delivering booth materials to the Festival site. All vendors must have their booths set up and ready for inspection by DC government authorities no later than 10:30 AM on the day of the Festival. All vehicles must be removed from the Festival grounds by that time. There is NO parking provided for vendors. As there is little parking in the immediate area of the Festival, please plan accordingly. **ANY VENDOR WHO MOVES THEIR SPACE WITHOUT PRIOR APPROVAL WILL BE SUBJECT TO FESTIVAL DISMISSAL.**

DC GOVERNMENT COMPLIANCE

All vendors are responsible for filing sales and use tax forms with the DC Department of Tax and Revenue and paying relevant taxes. Forms will be available from HSMS on the day of the Festival. Food vendors that are accepted for participation in the Festival will be notified. If they do not have a current DC Board of Health certification, they must attend a compulsory DC Board of Health training seminar to be held at the HSMS offices. All food vendors MUST attend. Upon completion of the seminar, vendors will receive the certification for food vending required by inspectors on the day of the Festival. Without this document, vendors will not be allowed to participate in the Festival. Vendors agree to comply with all police and other municipal regulations imposed by law.

CANCELLATION POLICY

The H Street Festival will be held rain or shine, however HSMS reserves the right to cancel the Festival due to dangerous weather conditions or any unforeseen situations which may make it inadvisable to sponsor a large outdoor public gathering. Cancellation may occur prior to or during the Festival in the event of an emergency situation. Every effort will be made to provide as much notice as possible through email, text messages, social media, the Festival website, and local media. In the event of cancellation of the Festival, HSMS shall not be liable for damages, claims, expenses, or losses. **NO REFUNDS OF VENDOR FEES OR COSTS OF RENTAL EQUIPMENT WILL BE MADE IN THE EVENT OF A CANCELLATION.**

LIABILITY

The vendor agrees to hold HSMS, its directors, staff, employees, representatives, agents, and volunteers harmless against all claims and damages that vendors or others may sustain as a result of direct or indirect action of the vendor or any agent of the vendor in connection with the vendor's participation in the Festival. The vendor will not hold HSMS or its agents responsible for any claim or loss or injury arising in any fashion from vendor's participation in the Festival and will indemnify HSMS against any such loss or claim.

TENTS

HSMS makes tents, tables, and chairs available to vendors at cost according to the fee schedule listed on the application form. Vendors may use their own tents and equipment but must have a certificate of non-flammability for their tents available for inspection by DC officials. Lack of certification will result in removal of the tent.

FOOD

If you intend to sell food from either a table or booth, you must have the appropriate combustible fuels permit from the city. You must obtain this yourself. Food vendors must also have the appropriate Board of Health certification. In ALL cases, the table or booth MUST promote your current business to qualify for discounts and fee waivers.

OTHER EQUIPMENT

No amplified or live music, bullhorns, or speakers of any kind or allowed without the express prior written consent of HSMS. No generators are allowed without the express prior written consent of HSMS. Any generators used may not exceed acceptable noise levels as determined by HSMS to prevent distraction of other vendors or Festival events; violation of acceptable noise levels will result in removal. Any flammable materials must be approved by the City with the proper permits.

THE COST FOR THESE PERMITS IS \$100 IS FOR PROPANE AND \$150 FOR CHARCOAL/OPEN FLAME. FAILURE TO COMPLY WILL RESULT IN DENIAL OF USE.

NOISE/QUIET ENJOYMENT

1. Live music on H Street is restricted to the authorized stages or authorized street performers, including “second-line” groups and ad hoc parades.
2. Live music may not be performed at or on any merchant food or patio vendor location in any form whatsoever.
3. Any “Deejay” booth authorized by the Festival must not compete with any musical or performance stage and must be a at least 100 feet from the nearest such performance or music stage and, in any event, may not generate more than a max noise level of 70 dB.
4. Any merchant, vendor, food merchant, or patio merchant or vendor who has speakers of any sort located on the public sidewalk or patio must turn the speakers at a 90-degree angle toward the building nearest its placement.
5. No speakers of any sort shall be permitted in an extended patio. Music or other audio shall comply with the Disorderly Conduct Amendment Act of 2010 and, in addition, the noise control provisions of 20 DCMR 2700 et seq.
6. No vendor or merchant of any sort shall emit any noise, including music or “Deejay” audio in such fashion as to drown out or unfairly compete with any adjoining music or entertainment stage or its neighbor.

DISORDERLY OR OFFENSIVE CONDUCT

1. The H Street Festival is a neighborhood, cultural and family-oriented event, and you agree not to incite or provoke violence through behavior or language or music, you agree not to disrupt a lawful public gathering, and not to do anything likely to annoy or disturb other persons in their residences; this includes profanity of any sort.
2. No vendor, merchant, food vendor or patio vendor shall do anything to interfere with any approved performance art, including, but not limited to, the stages, or competitions from time to time on the authorized stages.

LOCATION OF PATIOS, EXTENDED PATIOS AND TENTS

1. Dimensions and location of all vendors and merchants and participants at the Festival will be strictly regulated. Your authorized and designated location will be provided on the day of the Festival in accordance with a general map to be distributed by H Street Main Street.
2. If any vendor or merchant occupies space to which he, she or it is not authorized, the penalty set forth below shall immediately apply.
3. Sufficient space must be provided and allowed by each vendor or merchant as to other merchants and vendors and participants in the Festival to accommodate the crowds, and to allow sufficient space for persons to move about public areas and participate in adjoining participating merchant and vendor and artist spaces.
4. Only vendors and merchants who have signed an application form, have received approval from H Street Main Street, and have all proper licenses and permits to participate in the Festival and/or conduct their operations shall be authorized to participate in the Festival, and failure to adhere to this requirement strictly shall be cause for immediate removal of any such vendor, merchant or participant, revocation of their license or opportunity to participate, removal of chairs, equipment and power, and other penalties as set forth below.

PENALTIES AND ENFORCEMENT

1. Any vendor, merchant or participant in the Festival who violates any DC law or regulation, or the supplemental regulations shall be subject to immediate removal from the Festival and revocation of further right to participate.
2. Any violation of the supplemental regulations shall expose the violator to revocation of their license or permit to operate, a regulatory, police or DCRA citation, or removal of utility service so that they can no longer operate.
3. Any violation of these supplemental regulations or other laws, regulations or licenses or permits issued by the appropriate DC agency shall also operate, in the sole and absolute discretion of H Street Main Street, to preclude that violator or any person owning or participating in such violating vendor the right to participate in any way in any future festival produced by H Street Main Street.

REFUND POLICY

- 1. There is no refund upon completion of registration and payment.**
- 2. There is no refund upon completion of registration and payment should the applicant choose to withdraw from participation in the festival regardless of reasons.**
- 3. Any dispute shall be addressed one month after the completion of the festival date of September 21, 2019.**