

Paine Art Center and Gardens 2025 Outdoor Fair Events

VENDOR CONTRACT

Please check the event/s that you are applying for:

Saturday, May 17, 2025

- ☐ **FESTIVAL OF SPRING:** Original Art and Fine Crafts, Garden/Plant Vendors
- ☐ **Corner Market:** Retail, Farmer's Market
- ☐ **Food Court**

Sunday, July 13, 2025

- ☐ **FAIRE ON THE GREEN:** Original Art and Fine Craft, Garden/Plant Vendors
- ☐ **Corner Market:** Retail, Farmer's Market
- ☐ **Food Court**

*****Please read entire contract before completing.**
Please fill in all the information below.

Vendor Contact Name (Last), (First)

Legal Business Name (if not sole proprietor)

Doing Business As (dba) Name (if applicable)

Mailing Address

City/State/Zip

Vendor Phone Number

Email Address

Vehicle Make/Model/Color

Vehicle License Plate Number

456-

Wisconsin Sellers Permit No. (15 digits starting with 456)

Vendor SSN (last 4 digits) Federal ID No. (last 4 digits)

Exemption Code (1, 2, 3 or 4). If you do not have a WI seller permit number & claiming your sales are tax exempt.

- 1 - Exempt sales only or display only.
- 2 - Multi-Level marketing company pays sales tax.
- 3 - Nonprofit occasional sales exemption.
- 4 - Exempt occasional sales.

Multi-Level Marketing Company (if claiming code 2 above).

VENDOR SPACES AND PRICES

All spaces are 10'x10'. The area will be structured so each booth will have two selling aisles. The sharing of booths is not permitted. Vendors must provide their own tables, chairs, display shelves, and protection from inclement weather.

- \$ 75** Art, Fine Craft, and Garden Art Vendors
- \$ 75** Corner Market Vendors
- \$100** Plant, Garden, and Landscaping Vendors
- \$100** Food Court Vendors

Please give the number of spaces and total price:

	# of Spaces	Total Price
Saturday, May 17	_____	\$ _____
Sunday, July 13	_____	\$ _____
TOTAL \$:		\$ _____

Booth Assignments: The Paine will assign spaces for vendors on a first come, first serve basis using the date the contract and payment is received. **Special requests will be considered, but not guaranteed.

Please note: To maintain the quality of both events, we are requesting slides or photos from all applicants. **If you have not participated in the last three years** please submit one (1) photo of your booth set up and at least two (2) photos of completed work with the application for evaluation. Fees will be returned to vendors who have not been selected to participate in either event. Photographs/slides will **not** be returned and will remain on file at the Paine.

****Special requests:** _____

Please describe the item/s that you will be selling:

Contract continues on the back.

VENDOR SET-UP AND TEAR-DOWN

Vendors may set up their booth on the day before the event from **4:00 to 7:00 p.m. on May 16 and 12:00 to 4:00 p.m. on July 12**; and on the morning of the event from 5:00 a.m. to a half hour before the start of the event. Vendors must have their booths ready by 7:30 a.m. for the May event and 8:30 a.m. for the July event and must not dismantle the booth until after 4:00 p.m. of the same day. Vendors should be prepared to fully stock the booths for the entire day. No vehicles may be brought into the fair area at any time the event is open to the public or if it interferes with other occupied space. **Vendors are required to clean up and take all debris from their booth space(s) when they leave.**

LIABILITY AND INSURANCE

For your convenience, overnight security will be provided (7 p.m.- 5 a.m. the evening prior to the event). However, the vendor agrees to indemnify and hold harmless the Paine Art Center and Gardens, its employees and its officers, from claims arising out of its participation in the 2025 events, including claims caused by the negligence, errors or omissions of PACG. PACG will take all reasonable precautions to protect vendors from such loss. PACG will not be liable for injuries to, or loss or damage to the property of, the vendor, its employees, agents, guests, or attendees, arising out of the 2025 events, including but not limited to injuries, losses, or damage due to theft, vandalism, fire, smoke, water from any source, electric failure, or defects in booths, tents or other equipment.

Such indemnification shall include, but shall not be limited to, indemnification for all legal fees and costs that may be incurred by the Paine in connection with the defense of any claim brought by any third party relating to or arising from the event that is the subject of this agreement or in connection with the Paine's enforcement of this provision.

CANCELLATION

Vendor payments are non-refundable.

Should the Paine find it necessary to cancel, the Paine agrees to refund all money paid by the vendor within 30 days of such cancellation.

ADDITIONAL RULES AND PROCEDURES

Booths must be staffed by vendors at all times. No smoking is allowed on the Paine's fair grounds. The Paine reserves the right to remove any vendor or participant from the 2025 events and future sales for unacceptable behavior and/or non-compliance with the rules and procedures of the Paine's fair events. **Items sold that may cause injury to fair goers (i.e. items with sharp or pointed edges) should be wrapped before leaving the vendor's booth.**

LIKE US ON FACEBOOK

Share the Paine's events with your followers. Please do **not** create your own event on Facebook using the Paine's name of the event, images and content from the Paine's website. You are allowed to create your own event entitled "Vendor at the Paine's *name of event*" using your own photos and content.

*****It is likely that Corner Market vendors will be positioned on Congress Avenue and no Corner Market vendors will be on the grass. If this is the case, no Corner Market vendors will be able to set up the night before the event.**

I apologize for any inconvenience this may cause and hope with advance notice, you may prepare accordingly.

o By signing this contract, the undersigned warrants that he or she has read its terms and conditions and agrees to be bound thereby including the fact that vendor payments are not refundable.

Vendor Signature

Date

Paine Representative Signature

Date

Please return the following:

- 1) completed contract (keep a copy for your records)*
- 2) slides/photos of your booth and items (if you did not participate in the last two years)*
- 3) payment (check payable to "Paine Art Center")*

Mail to:

Doris Peitz
Business Manager
Paine Art Center and Gardens
1410 Algoma Blvd.
Oshkosh, WI 54901

Early registration, 30 days prior to event, is preferred.

Directions: From US Hwy 41, exit at Hwy 21 (Omro Rd./ Oshkosh Ave.). Travel east 1.4 miles. The Paine is on the left (northeast corner) at the intersection of Congress Ave. and Algoma Blvd. (Hwy 45).

Vendors are not to park vehicles or trailers in the parking lot of the Oshkosh Public Museum.