

Ely Chamber of Commerce Festival Policies
(Approved 12/13/2017) (AMENDED 12/11/2019)

This version of festival policies (hereinafter “Festival Policies”) replaces and supersedes all prior versions of the Ely Chamber of Commerce (the “Chamber”) Festival Policies. All vendors and vendor applicants are required to comply with these Festival Policies.

Mission:

The Chamber’s Blueberry/Art Festival and Harvest Moon Festival (collectively, “the Festivals”) promote fine art, art, crafts and enhance art appreciation.

Goals:

- A. Provide a reason for visitors to come to Ely, and therefore to have an economic impact on the area by staying in lodging facilities, shopping, dining, and purchasing services.
- B. Generate revenue for the Chamber so that it can continue to fulfill its mission.
- C. Provide a venue for artists, craft-persons, and vendors to display and sell their wares.

Dates:

The Blueberry/Art Festival is held annually the last full weekend in July. The Harvest Moon Festival is held annually the weekend after Labor Day.

Place:

Whiteside Park in Ely, Minnesota

Blueberry/Art Festival Times:

Friday	10 am – 6 pm
Saturday	10 am – 6 pm
Sunday	10 am – 4 pm

Harvest Moon Festival Times:

Friday	10 am – 5 pm
Saturday	10 am – 5 pm
Sunday	10 am – 3 pm

I. Application process:

- A. In January of each year, vendors (as defined below) from the Festivals in the immediately preceding year will receive an invitation from the Chamber to participate in the current year’s Blueberry/Art Festival and/or Harvest Moon Festival. The invitation will be in the form of an application packet that includes an application, the Festival Policies, a Minnesota Revenue Operator Certificate of Compliance form ST19, and a General Release & Hold Harmless form. The Chamber reserves the right to decline an invitation to any vendor from the prior year who failed to comply with the Festival Policies or who is otherwise determined to not further the Mission or the Goals of the Festivals.
- B. Deadline for application and full payment for returning vendors:
Blueberry/Arts Festival: March 1
Harvest Moon Festival: April 1
- C. If a vendor did not participate in the festival for which it is applying in the immediately preceding year, it/he/she is required to go through the jury process again.
- D. New vendors may submit a jury application at any time; however, jury selection of new vendors will not begin until the application deadline for returning vendors has passed.

- E. **NOTE TO NEW VENDORS:** This jury application does NOT guarantee a space. New vendors will be notified if they are accepted into the Festivals and will have two weeks from the date of notification to complete and submit paperwork with their booth payment. Booth space will not be held beyond two weeks.
- F. The number of vendors for each category will be determined based on balance and diversity of show.

II. Images for Jury:

- A. All vendors must submit at least three (3) images. Two images must be of individual pieces of work (refer to applicable festival application for more information) and one image must be of a current booth display. NOTE: Vendors should make sure images submitted are good quality images, as vendors will be judged on what can be seen.

III. Vendor Classifications & Definitions:

To participate in the Festivals, applicants must fit into one of the following vendor categories:

- A. Art/Craft Vendors. All products must be handcrafted by the artist/craft-person and each artist/craft-person must select a description of the art/craft from one of the subcategories below:

Author: Original written works e.g., essays, books (published & self-published), poetry.

Ceramic/Pottery: Original clay and porcelain work; excludes jewelry. No machine-made or mass-produced work is permitted.

Clothing Designer: Designs the clothing, but has others make it.

Clothing Designer & Maker: Designs and makes clothing.

Drawing: Two-dimensional works in pencil, chalk, pastel, charcoal, pen and/or ink. Limited edition prints are accepted in editions of 500 or less, provided each is individually signed and numbered.

Entertainment: Arts or activities such as face painting, caricaturists, etc. that make each festival unique.

Fiber/Textiles: Work crafted from fiber, including art, basketry, weaving, quilting, leather work, papermaking and functional home decor. All works are designed and executed by the artist.

Furniture: Works created as furniture in any media; no mass-produced works or kits

Glass: Works made of glass that have been crafted by glass blowing, molding, casting or kiln-forming; excludes jewelry.

Health/Beauty: Handmade products including soaps, lotions, etc.

Jewelry Maker: Primarily assembling bought components such as beads to make strung jewelry. Repurposing objects, old jewelry, watches, coins.

Jewelry Designer: Designs jewelry and has others execute the jewelry.

Jewelry Maker & Designer: Designs the work and executes the jewelry making process from start to finish.

Metal: Original work created through the forging, twisting and fabricating of various metals; excludes jewelry.

Mixed Media: Two- and three-dimensional works that incorporate more than one type of physical material in their production.

Music: Includes live performances/demonstrations, original CDs and handmade instruments.

Painting: Two-dimensional works in paint including acrylic, oil, watercolor, etc. Limited edition prints are accepted in editions of 500 or less, provided each is individually signed and numbered.

Photography: Prints created from the artist's original negative or digital file processed by the artist or under direct supervision of the artist

Printmaking/Graphics: Original works created using traditional printmaking methods including lithograph, block, serigraph, etc. as well as computer-generated art.

Sculpture: Three-dimensional original work done in any medium.

Toys: Hand-made toys of any medium.

Wood: Original works in wood that are hand-tooled, machine-worked, turned or carved; excludes jewelry and furniture.

- B. Marketplace Vendors. This category is packaged food products made in licensed kitchen – e.g., cheese, cider, jams, honey, and baked goods, sauces, nuts, beverages, dog treats. Preference will be given to vendors who are involved with the design and production of their products. All samples must be prepared in sealed individual portions that must be consumed away from the booth. A health permit and proof of insurance is required to do so.
- C. Food Concessions Vendors. This category is for food prepared on site, not packaged food. Vendors must comply with and have current health licenses and proof of insurance.

- D. Collaborative Artist and Craft-Person Vendors. A collaborating artist/craft-person is defined as another artist/craft-person participating in the creation of artwork or craft; not a business manager/partner, spouse, or assistant. If a collaborating artist/craft-person name is not listed on the application, it cannot be added at a later time, and will not be listed in the program or on the artist/craft-person list. If accepted, only works that are the result of the collaborative process may be displayed and sold. A description of each artist's/craft-person's involvement in the creation of the artwork must be in the Artist Statement. At least one of the collaborating artists/craft-person must be in attendance during festival operating hours.

IV. Vendor Fees:

- A. Vendor fees will be set at the discretion of the Chamber. The fee is for booth space only. Chamber members and non-members will have a separate fee schedule in each category. **The vendor fee is non-refundable.**

V. Booth Space Specifications:

- A. Each single booth space is 12' x 12'. A double horizontal booth space is 24' x 12'. A double vertical booth space is 12' x 24'. Double booth spaces are limited.
- B. Vendor's booth must fit within the space size that vendor purchased.
- C. If space allows, vendors are allowed to use a small area behind their booth for storage purpose only. If additional exhibition or storage space is needed, additional booth space must be purchased.

VI. Booth Sharing: Booth sharing is only permitted for vendors in the Art/Craft category. Booth sharing by up to three artists/craft-persons is allowed. The purpose of booth sharing is to help artists/craft-persons who may not have enough product to fill a booth on their own and to assist art groups promote their organization. If a team has separate art/craft and wishes to share a booth, they may do so **ONLY** under these provisions:

- A. No more than three artists/craft-persons per booth.
- B. Each artist/craft-person must submit an application, and each must be accepted through the jury process.
- C. Each artist must pay booth fees. The booth sharing fee for The Blueberry/Art Festival is \$325.00 for up to three vendors. The booth sharing fee for The Harvest Moon Festival is \$275.00 for up to three vendors.
- D. Each artist/craft-person must be in attendance during festival operating hours.
- E. Booth sharing fees are non-refundable.

VII. Vendor Payment: Payment may be made in the form of personal check, cash, money order or credit card. Vendors approved after June 15 must make payment in the form of a money order, cash or credit card. No booth space will be reserved or assigned until payment is received.

VIII. Electricity: Electricity may be purchased in certain areas of the park. Each electric hook up is \$30.00. If you require multiple outlets you need prior approval and payment for each. If a vendor has contracted for electricity, the Chamber suggests that the vendor contacts the State Inspector, Bruce Bonicatto. Phone: 218-780-5014. E-mail: bbjunk@msn.com. If a vendor does not pass inspection, it will not be allowed to open. **Generators are not allowed in the park.**

IX. Vendor Responsibility:

- A. Vendors are responsible for providing their own liability insurance. Marketplace vendors and Food Concession vendors must carry liability insurance with reasonable coverage and limits, or if directed, with coverage and limits as directed by the Chamber. Marketplace vendors and Food Concession vendors must provide the Chamber with a copy of a certificate of insurance showing such coverage at the time of application.
- B. Vendors are responsible for providing and setting up all tables, canopies and other items needed for their display.
- C. All vendors must comply with all applicable ordinances, statutes, and regulations. All vendors must have a current MN Sales and Use Tax ID number and must submit an Operator Certificate of Compliance (ST-19) to the Chamber for each festival in which they participate.
- D. Sales tax must be collected and remitted to the Minnesota Department of Revenue. The current state sales tax is 6.875% and 0.5% St. Louis County transit tax for a total of 7.375%.
- E. Where applicable, vendor is responsible for appropriate health licenses and compliance with electrical inspection.
- F. Vendors must exhibit all three days of the Festivals. Failure to do so, without approval by the Event Coordinator, jeopardizes a vendor's ability to participate the following year.
- G. All booths must be open on or before the noted start time each day. Vendors are not permitted to close early.
- H. These are open air festivals; please come prepared for any weather. Unless there are unsafe weather conditions, the show will go on!

X. Code of Conduct: The Festivals are events with hundreds of vendors and other participants. The Chamber expects all vendors to be mindful of the festival area, the environment, attendees, and neighbors. At all times, all vendors are expected to follow and respect the Festival Policies and instructions from Chamber and other festival staff.

The Festivals are not a place for behavior that is inappropriate, off-topic, disruptive, inciteful, disrespectful, or abusive. The Chamber defines inappropriate behavior as any form of verbal or physical abuse, the use of derogatory or discriminatory language, gestures or actions, any form of harassment, racism, sexism, or any other targeted comments that may cause personal offense to another festival vendor, staff, or attendee, or any word or action that detracts from the mission and goals of The Festivals.

XI. Non-Compliance with Festival Policies: The Chamber may take action in its discretion to address any vendor or vendor applicant it believes fails to meet the standards set forth in the Festival Policies, including, without limitation, prohibiting the vendor or vendor applicant from participating in the Festivals and removing the vendor from the Festivals without refund.

XII. Vendor Set-Up:

- A. All vendors must check in at the Chamber Information Booth before setting up. If a vendor does not check in and is set up in the wrong location, they will be asked to move.

- B. Blueberry/Art Festival Set-up: Thursday: 8:00 a.m. - 7:00 p.m. Friday: 7:00-9:00 a.m. **No vehicles are allowed in the park Friday morning.** Vendors may transport booth and product using non-motorized handcarts.
- C. Harvest Moon Festival Set-up: Thursday: 8:00 a.m. - 7:00 p.m. Friday: 7:00-9:00 a.m.
- D. At check-in, each vendor is provided with an official booth number. This number must be mounted at or above eye level in front of the booth.
- E. *Customers come early on Friday; it is recommended to be set-up and ready for them.*

XIII. Vehicles:

- A. Normally, no motorized vehicles are allowed to operate in the park. During the Festivals, however, if weather permits, the City of Ely has agreed to make an exception to this rule to allow for set-up and take-down of the Festivals only.
- B. **NO VEHICLES OR TRAILERS ARE ALLOWED IN THE PARK AFTER THE FESTIVALS OPEN ON FRIDAY UNTIL TAKE-DOWN ON SUNDAY.**
- C. Use of non-motorized hand trolleys or carts is allowed.
- D. Vendors must unload and move vehicles out of the park before setting up.
- E. Friday: All trailers and vehicles must be out of the park one hour before the Festivals open.
- F. Closing:
 - a. *No motorized vehicles are allowed in the park until it has been cleared.*
 - b. *All vendors must wait for clearance by festival officials before bringing in motorized vehicles.*
 - c. Customers will naturally leave when booths are closed. Vendors should pack merchandise and dismantle their booth. Use of non-motorized hand trolleys or carts is allowed. The Chamber appreciates vendor patience in the interest of safety.

XIV. Parking:

- A. During set-up and throughout the Festivals, all Avenues and Streets will remain open to traffic. Double parking will not be allowed on 8th Avenue except to re-supply a booth. There will be a 5-minute limit.
- B. Vehicles and/or trailers may not be parked behind the booths on 7th Avenue. However, Food Concession vendors will be given a limit of 5 minutes for re-supply.
- C. There will be some reserved parking on 7th and 8th Avenues for festival personnel, service club exhibitors, and entertainment. These areas will be designated with signage.
- D. Pickup areas for customers will be on 8th Avenue, adjacent to the portable restrooms, and on 7th Avenue adjacent to the park walkway near the pavilion. There will be a 5-minute limit.
- E. No parking on Sheridan Street, between 7th and 8th Avenues after 9:00 a.m. on festival days.

XV. RV / Camper / Trailer Street Parking:

RV, camper, trailer parking is permitted on the streets during the Festivals subject to the provisions below and in accordance with all other applicable laws. Please note that at any other time of year, RV parking is not allowed on city streets. The Chamber wants to ensure this waiver permitting RV parking during the Festivals is allowed for vendors at future Festivals. If a

vendor plans to park a RV, camper, trailer, etc. on Ely streets during the Festivals, it/he/she must exercise courtesy to residential and business property owners.

- A. Do not park in front of a business location.
- B. Do not run generators after 9:00 p.m. or before 8:00 a.m.
- C. Refrain from loud talking or loud activities late evening or early morning.
- D. Social meetings with other vendors should be in a park, restaurant or other public place.
- E. Keep pets off private property. Pick up pet waste and dispose of it properly.
- F. Keep area free of trash.
- G. Overnight parking in the vicinity of the park will not be allowed until 8:00 a.m. on the day prior to the Festivals. There will be no overnight parking after 8:00 a.m. the day after the Festivals.

XVI. Event Cancellation: The Chamber reserves the right to cancel either of the Festivals on any given day(s) due to inclement weather, local emergency or other circumstances that would make the event non-viable.

XVII. Security & Risk: All vendors assume the risk of loss or damage. Vendors are strongly encouraged to obtain their own insurance (and Marketplace and Food Concession vendors must carry general liability insurance as set forth in this Festival Policies) and to consult with an experienced insurance agent regarding appropriate types of coverage and limits. All vendors must execute a General Release and Hold Harmless Agreement.

XVIII. Art and Craft Awards:

There will be 3 levels of awards in two categories – Art and Craft. Judges will be selected from the Chamber artist community. Judging is based on total overall scores in three areas: originality, quality and presentation. The winners will receive ribbons to place on their booths to recognize their work and will be awarded prizes by the Festivals as follows (prizes have no cash value and cannot be redeemed for cash):

First Place: Free booth space for following year.

Second Place: 50% off price of booth space for following year.

Third Place: 25% off price of booth space for following year.

NOTE: Booths that do not have their number properly displayed will not be judged.

XIX. Ice: Ice will be sold on-site for food vendor use.

XX. Trash:

- A. The Chamber will obtain the services of a business for trash receptacles and pick up.
- B. Vendors are responsible for keeping their area neat and clean and free of loose trash, wrappers, napkins, flyers, or other refuse generated by their operation. Vendors are responsible for disposing trash in the receptacles provided in the park.
- C. **NO CARDBOARD BOXES IN DUMPSTERS:** Vendors shall break up their cardboard boxes and keep them in their booth space area until the end of the day. At the end of the day, the broken-down boxes should be placed alongside the trash receptacles.
- D. Pouring grease on the grass or any ground is prohibited. Vendors are responsible for taking their grease with them when they leave.

- E. The Chamber encourages recycling. Containers are positioned throughout the park during the Festivals.

XXI. Other Regulations as per City Ordinances:

- A. Dogs, skateboards, roller blades, bicycles, motor homes, campers, tents and camping are not permitted in the park.
- B. Possession of alcohol and its consumption by vendors in their booth during the Festivals is not permitted.

XXII. Portable Restrooms: The Chamber will provide portable restrooms.

XXIII. Food Concession Vendors:

- A. The Chamber does not provide a provision for the disposal of used grease. The grease must be taken with the vendor upon departure.
- B. Food Concession vendors are required to send a copy of their Health License to the Festival Coordinator no later than July 1. Send to: Ely Chamber of Commerce, 1600 E. Sheridan St., Ely, MN 55731. Food Concession vendor set-up may not take place unless the Chamber has a copy of the Health License on file. Prior to sending the Health License copy, vendor should verify they have the proper license for their unit-mobile or tent, type of prep, etc.
- C. Water is available for filling tanks prior to the Festivals. A long hose will be needed. Once the tank is filled, the hose must be disconnected to allow others access to the water. Vendors may re-fill water at the end of each festival day.
- D. Electric users should contact the electrical inspector prior to the Festivals to ensure proper equipment for hookup. Each electric hook up is \$30.00 each. If you require multiple outlets you need prior approval and payment for each. Each food vendor will receive one 50 amp outlet per \$30.00 paid electric fee. Mobile units should have a yellow sticker on the electric box. Any vendor not passing inspection will be shut down. Only work done by an electrical contractor, at vendor's expense, will be accepted by the State in order to re-open. The electrical inspector's contact information is: (218) 780-5014 or bbjunk@msn.com.
- E. Generators are not allowed in the park.