

Brazilian Day Philadelphia Festival Rules and Requirements

ORGANIZER RIGHTS

1. Festival officials reserve the right to reject inappropriate exhibits and/or materials or vendors/exhibitors/sponsors.

RELEASE

2. Vendor/Exhibitor/Sponsor agrees to release, waive, and discharge Project Capoeira, the Board of Directors, its officers, employees, agents, and volunteers for any or all losses, personal injury, illness, accident, misfortune or damage that may result from your participation in Brazilian Day Philadelphia. Sponsor/Vendor agrees to take reasonable precautions to ensure the health and safety of yourself and your property.
3. Vendor/Exhibitor/Sponsor grants and conveys unto Project Capoeira, Inc. all right, title, and interest in any and all photographic images and video or audio recordings made by Project Capoeira, Inc. during your participation in Brazilian Day Philadelphia, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

COPYRIGHT

4. The sale of "Brazilian Day" tee shirts, posters, baseball caps, mugs, or any other memorabilia bearing the "Brazilian Day Philadelphia" name or logo is prohibited. The sale of Brazilian Day Philadelphia merchandise is reserved solely and exclusively for Brazilian Day Philadelphia and Project Capoeira, Inc.
5. The use of the Brazilian Day Philadelphia and Project Capoeira, Inc. names and/or logos in informational, advertising, promotional, or any other marketing materials without the consent from Project Capoeira, Inc. is strictly prohibited. All marketing artwork using the Brazilian Day Philadelphia and Project Capoeira names and/or logos must be pre-approved by Project Capoeira prior to distribution or display at or in connection with the festival. Unless otherwise approved by Project Capoeira, Inc., any informational, advertising, promotional or other marketing materials presented at or in connection with the Brazilian Day Philadelphia festival shall **NOT** include the names and/or logos of any organizations who are not Sponsors/Vendors of Brazilian Day Philadelphia or Project Capoeira.

GENERAL RULES AND REQUIREMENTS

APPLICATION AND PAYMENT

6. No rain date.
7. Payment is due upon receipt of application. A late fee of \$100 will apply for all applications submitted after the deadline.
8. No refunds for any reason at all.
 9. No refunds will be issued if you are shut down by the City of Philadelphia department (i.e. Health department, licenses and inspections).
 10. No refunds if you are late or do not show up at your designated area during the allotted time of 8:00am through 11:00am set-up.
11. Vendor/Exhibitor/Sponsor must list and agree to sell and/or display items on the application form. If you are unable to fulfill the agreement, you will be asked to leave the event immediately and will not be welcomed back to the festival next year.

LICENSING

12. All vendors must be licensed. All vendors (food & merchandise) must obtain a business privilege license from the Philadelphia Department of Licenses and Inspections. Vendors should have their license available at their vending location to present to city and festival officials when asked.
13. All vendors must display official festival ID at all times or they will be removed from the premises.
14. Anyone who sells samples or serves any consumable item to the public (e.g., foods, beverages, candies, etc.) must have a valid health license from the City of Philadelphia Department of Health.

LOAD-IN AND PACK-UP

15. **Load-in is permitted at Walnut East gate only.** Vendors must bring hand trucks and dollies to unload merchandise. Volunteers may be able to offer assistance but help is not guaranteed.
16. **Load-in time starts promptly at 8:00am. Food vendors must be set up no later than 11:00am. Gates will close at 11:00am and no vendors will be allowed to enter after 11:00am.**
17. **All vendors/sponsors/exhibitors must be packed up and ready to leave at 6:00pm.**
18. Vendors/Exhibitors/Sponsors must remove all of their items from Penn's Landing premises at the conclusion of the event or will be responsible for paying a storage fee of \$100/day.
19. **No cars or trucks allowed in festival area.** Cars and trucks must be parked in parking lot. Parking fee will apply.
20. No in & out parking is allowed for vendors.

BOOTH

21. All vendors/exhibitors/sponsors are required to use the mandatory standard booth equipment. However, vendors/exhibitors/sponsors will be permitted to use cultural décor to decorate their booth location in accordance with the Delaware River Waterfront Company (DRWC) guidelines. Please contact us if you have any questions.
22. **Any vendor/exhibitor/sponsor who damages the property in which they are set-up on will be held financially responsible.**
23. All displays and equipment must conform to the allotted space of 10' feet by 10' feet. Vendors/exhibitors/sponsors needing more space must purchase additional spaces.
24. **Booths should be cleaned throughout the event.** Booth areas should be as clean and neat as possible at the end of event. Vendors/exhibitors/sponsors must bring equipment (brooms, bags, boxes...) to clean booths.
25. Signage on booths must be uniform and cannot be handwritten.
26. Vendors/exhibitors/sponsors are allowed to use tarps to cover and protect their items **only during inclement weather**
27. **No electric/gas generators on-site at any time.** Vendors/Exhibitors/Sponsors found using generator in their booths/locations **will be closed down and ejected from the premises.**
28. No electricity and/or water access is guaranteed unless it is requested in the application form.
29. Vendors/Exhibitors/Sponsors must provide female and male connectors if electricity was requested.
30. Vendors/Exhibitors/Sponsors are **not allowed to promote items and walk** around to solicit customers. **All vendors/Exhibitors/Sponsors must remain at their designated location.**

PROHIBITED ITEMS

31. **No alcoholic beverages** of any kind to be sold.
32. **No audio equipment** allowed at any time.
33. **No counterfeit merchandise** allowed at any time.
34. **No firecrackers** allowed at any time.
35. **No tobacco and illegal substances** at any time.
36. **No sale of weapons and ammunition.**
37. **No items in glass containers to be given to customers.** Acceptable containers are made of plastic, aluminum or waxed paper carton.
38. Items that are of a carnival-like nature and game of chances are prohibited.
39. **Live animals** are prohibited from being sold on Penn's Landing premises.
40. Vendors/Exhibitors/Sponsors will **refrain from selling or distributing items that may harm visitors or will cause excessive litter and damage property:** stickers, air-horns, confetti, snap pops, sparklers, cherry bombs, etc.
41. Vendors/Exhibitors/Sponsors will refrain from displaying, distributing, or selling items with **profane and offensive** messages, salacious items and items in salacious packaging.

COCA-COLA EXCLUSIVITY

42. **Coca-Cola refreshments have exclusive pouring rights for domestic beverages on-site at Penn's Landing (e.g., water, sodas, vitamin drinks, energy drinks, juices, bottled teas, etc.).** All domestic beverages that are not Coca-Cola beverages are prohibited from being on Penn's Landing property. Sales and distribution of all domestic beverages are

prohibited, including water that are not Coca-Cola beverages purchased on site from the Coca-Cola refreshments Philadelphia distributor.

43. Vendors selling domestic beverages must sell Coca-Cola products only.

44. Vendors selling bottled water must sell Dasani brand water only.

45. **Vendors must purchase Coca-Cola products from the on-site Coca-Cola refreshments-Philadelphia representative prior to the start of the festival. Vendors will be directed to the on-site location to purchase products.** (\$24/ case for soda and PowerAde; \$13/ case for water – 2015 prices)

ADDITIONAL RULES AND REQUIREMENTS FOR FOOD VENDORS

CLEANING DEPOSIT

46. **All food vendors must pay an additional \$100 cleaning deposit.** Deposit will be refunded upon the festival if food vending booths are left clean without trash and cooking oils have been properly disposed. Additional fees may apply from the City of Philadelphia. Please refer to the Festival Rules and Requirements section for details.

INSURANCE

47. **All food vendors must present proof of insurance** evidencing the following, at a minimum: Commercial General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence. Other insurance requirements will be specified in the contract if accepted.

LICENSING

48. **Food vendors must have all proper licenses and permits prior to the festival to participate.** All food vendors should be in compliance with local vending regulations. The last day to submit applications with the City is August 25. Contact the City of Philadelphia Health Department for further information, at **215-685-7489**.
49. Vendors, samplers, and servers will not be allowed onto the premises nor operate location without presenting **the following documents:**
50. **A valid & current food license issued by the City of Philadelphia.**
51. **A valid & current special event food service operation eligibility certificate issued by the City of Philadelphia.** The License Eligibility Report (LER) should be taken to the Office of Licenses and Inspections located at 1401 JFK Blvd.
52. **Vendors with restaurants must have a current satisfactory health inspection report** in order to be eligible to participate.

OTHER REQUIREMENTS

53. Food vendors should expect to be inspected upon arrival by a health inspector.
54. **Food vendors must stop cooking by 5:00pm and may continue to sell food until 6:00pm.**
55. All food vendors are required to bring a **type “K” fire extinguisher.**
56. **Mandatory size for frying and cooking is 10'x20'.**
57. **Food vendors must have sufficient containers to dispose of cooking oil at the end of the festival.** Any food vendor who disposes of the old cooking oil improperly will be fined and suspended from attending next year's festival.
58. **Food vendors must bring containers for their liquid refuse** (e.g., grease, oil, gravy, sauce, juice, etc.) And dispose of it off-site.
59. **Food vendors must bring their own ice.**
60. **Each food vendor is responsible for bringing their own sneeze protection devices.**
61. All food vendors must comply with all city, state, county, and federal regulations and actively follow all prescribed guidelines for the handling, preparation, sale, storage, and disposal of their food items.