

2023 Fête Française

Le Marché Marketplace Vendor Contract

Saturday, March 25, 2023 , 11:00AM-5:00PM

821 General Pershing Street

Between Magazine Street and Constance Street



Business Name: _____ Contact: _____

Address: _____ Phone: _____

Email: _____ City of N.O. Occupational License Acct# _____

Describe/list merchandise to be sold (food items may only be sold if individually packaged):

Website/Facebook Link: _____

In consideration for a vendor booth at Fête Française 2023, I (hereinafter “Vendor”) agree to the following terms and conditions:

1. PARTICIPATION REQUIREMENTS

Vendor Shall:

- i. Submit an executed copy of this Agreement with the City of New Orleans Occupational Account Number (if Vendor does not have a City of New Orleans Occupational Account Number, Vendor will need to obtain one through www.nola.gov/onestop);
- ii Pay 20% of all gross sales from Fête Française to Ecole Bilingue no later than Friday, March 31, 2023, which amount shall be a tax-deductible donation and shall exclude any applicable sales tax and/or shipping charges. Receipt books will be provided to Vendor by Ecole Bilingue, and each receipt will be made out in triplicate with one copy to be given to purchaser, one copy retained by Vendor, and final copy to remain in booklet to be turned into Ecole Bilingue at the end of the event. If Vendor uses an electronic payment platform for transactions, Vendor must submit a list of all such transactions at the end of the event to fetefrancaise@ebnola.com
- iii. Contribute one or more items for the Fête Française silent auction, which will be displayed at the auction along with a Vendor’s information, and on the auction website if received by March 21, 2023.

2. ARRIVAL & SETUP/HOURS OF OPERATION

Fête Française will be held on Saturday, March 25, 2023 from 11:00am. until 5:00p.m. Vendor should arrive at 8:00am and must be completely set up by 10:00am. **(The street will close at 9:00am sharp, so all cars must be off of the street by 9:00am).** Ecole Bilingue will set up a 8’x8’ canopy tent (without walls), one 8’ table, and two chairs. Tents will be spaced out so you can make use of all sides of your tent. More tables or chairs may be provided upon request. Vendors are welcome to bring their own personal displays and fixtures, which must be met with prior approval; Vendor is solely responsible for the set-up and break-down of displays, and shall remain set up until at least 5:00pm. Please make arrangements for unloading and discuss parking options with a La Marché representative.

3. BOOTH DISPLAY SPACE AND PLACEMENT

Vendor will be permitted to bring a vertical display system and will have freedom to set up booth space as they wish, so long as the display and tables do not extend beyond the 10’x10’ space provided. Booth placement will be determined by the La Marché committee. One sign with Vendor’s business name will be hung on each booth. Vendor is welcome to also hang their signs inside tent area.

4. MONIES

Vendor is solely responsible for all sales transactions, including the supply of change for cash transactions. Vendor may bring electronic equipment to process credit card payments. Wifi is available. *Electrical outlets will not be available unless requested in advance.

5. SALES TAX

Vendor must pay sales tax to the City of New Orleans. However, because Fête Française will be held in a Cultural Product District (CPD), original works of art will be exempt from local and state sales taxes. For details as to what constitutes as “original art”, contact the New Orleans Bureau of Revenue at revenue@nola.gov. Even if sales are exempt from sales tax, Vendor must file Sales Tax Form 8070 claiming the value of the sales that are exempt under the CPD program. For more information, email specialevents@nola.gov.

6. VENDOR LICENSE

The City of New Orleans requires Vendor to have a Trade Show Vendor License, which is good for one calendar year, and may be used at any market or special event. If Vendor sells only hand-made crafts/art and is a Louisiana resident, they may be exempt from the city’s fee. Contact the New Orleans Bureau of Revenue at revenue@nola.gov for additional information, or view the Special Event Permit information at www.nola.gov/onestop.

7. STAFFING/BREAKS

Vendor shall have personnel present at the La Marché booth at all times during all hours of Fête Française. It is recommended that Vendor have another person available to cover the booth to allow for necessary breaks. Food and beverages will not be provided, but vendors will be given 10 food/drink tickets.

8. CANCELLATION/NO-SHOW POLICY

Fête Française will be held rain or shine. In case of extreme weather, changes in set up may be decided prior to Fête Française and will be communicated to Vendor. If Vendor fails to appear at or is not set up during all hours of Fête Française, Vendor agrees to compensate Ecole Bilingue \$200.00 for loss of revenues. Ecole Bilingue reserves the right to cancel Fête Française due to COVID. Vendor contracts will be honored at the next Fête Française. If Fête Française is canceled by the City/State, Vendor contracts will be honored at the next Fête Française.

9. LIABILITY/INDEMNITY/WAIVER

Vendor agrees that Ecole Bilingue shall not, under any circumstances, be responsible for any claims, problems, damages, or losses arising from or involving defective merchandise, failure to deliver merchandise, claims regarding authenticity or warranties, or any other matter relating to merchandise offered or sold by Vendor (hereinafter “claims”). Vendor agrees to defend, indemnify, and hold Ecole Bilingue harmless from and against any such claims and any costs associated therewith, including but not limited to, attorney fees. Vendor expressly waives all claims and rights or causes of action against Ecole Bilingue for losses of any kind arising out of, or in any way connected with Vendor’s participation in Fête Française, including but not limited to, losses or thefts of merchandise, or damages to equipment and displays.

Please make all payments to: Ecole Bilingue de la Nouvelle-Orléans.

Signed by Vendor: _____ **Date** _____

Signed by Ecole Bilingue: _____ **Date** _____