



2009 ALL ABOUT UPTOWN FESTIVAL
APPLICATION FOR UPTOWN ARTIST/VENDOR BOOTH SPACE
REGISTRATION DEADLINE: Friday July 31, 2009

IMPORTANT DATES

Please read all the General Information and Guidelines before completing one of the Application forms.

July 31, 2009 Application Deadline
Aug 14, 2009 – Notifications sent
Aug 28, 2009– No refunds for cancellations

Saturday, Sept 26 – All About Uptown Festival: 11am – 10pm

All About Uptown Festival Overview

The All About Uptown Festival is a community event sharing the unique spirit of Uptown Dallas. Located between McKinney Avenue and Cedar Springs from Maple Ave to Lemmon Ave. (looks like a slice of pie), Uptown encompasses fine art galleries, historic homes, more than 90 restaurants and bars, the Katy Trail, four live performance theatres, specialty retail -- pure urban living along with our signature historic homes, brick streets, parks and trolley cars.

The All About Uptown Festival designed for a day of exploring the eats by Uptown famous chefs, drinks, art and culture within this vibrant neighborhood. Beyond the great food and drink; guests will enjoy music, history, artisans and edutainment from Uptown locals – you'll feel right at home in this urban oasis. Come sundown – Uptown will rock with (lead entertainment). Anticipated attendance 12,000.

About Uptown Dallas Association

The All About Uptown Festival is produced by The Uptown Dallas, Inc. (UDI), a non-profit corporation, which was established to represent and promote businesses in the Uptown area, as well as to create a viable social network, host events, and draw media attention to Uptown. UDI is committed to creative solutions for attracting visitors to support our community though enjoying our shopping, dining, and entertainment. UDI is also a partner to business owners by providing e-newsletters, active website and visitor center to keep business owners, residents and visitors informed and engaged in Uptown Life. www.updowndallas.net

- Residents are largely young, child-less professionals in their 30s, though a rising number of ownership units attracts a growing population of “empty nesters” in their 50s. The sight of children is no longer rare, either, as the neighbor hood becomes more child-welcoming.
- Uptown businesses regularly draw clientele not only from the affluent immediate neighborhood, but from downtown, Park Cities, Oak Lawn, Turtle Creek, Lakewood and North Oak Cliff as well.
- Average household income: \$99,000
- Residents: 9,500
- 83% of residents rent
- Daytime work population: 11,000
- Residential rentals typically range from \$1,300 to \$3,500 depending on size, amenities and location
- Residences for ownership (typically condos and townhomes) range from \$270,000 to \$3 million
- Uptown includes over 90 dining and drinking establishments along with six hotels and B&Bs.
- Uptown’s boundaries are Haskell on the north, Central Expressway/Woodall Rodgers on the east, Akard/Cedar Springs on the south and the Katy Hike and Bike Trail on the west

Festival Promotion

Festival will be heavily supported with advertising and media relations throughout the Dallas market with an emphasis in the Uptown and surrounding areas.

Artist/ Vendors are required to submit:

1. The completed Application
2. Checks
3. A separate sheet explaining/providing:
 - What the artist does to create the work?
 - A description or list of what items the artist creates and prices.
 - List other items you purchase for resale and their prices.
 - What is the percentage of created items vs resale items?
 - Provide representative photos of all types of merchandise for sale during the event. Mark which is created and which is purchased for resale. 8½ x 11 sheets with copied photos is acceptable. Please submit photos even though you may have submitted them in the past.

All applications and required submittals must be received or postmarked on or before the application deadline of Friday, July 31, 2009. **Only merchandise discussed on application may be displayed during the event. Any vendor showing merchandise not on application may be asked to remove those items.** If items are not removed, then Vendor is subject to forfeiture of booth space and fees. If Vendor would like photos returned, please include a self-addressed stamped envelop with the Application. Applications postmarked after the July 31, 2009 deadline will be automatically placed on a waiting list. Please note that the name of the individual listed on the Application is required to be present during the event. **Vendor shall not sublet or assign this License to any other person.**

MERCHANDISE

All merchandise sold must be appropriate for a festive, family event. Products accepted for sale will be judged on a non-discriminatory basis of uniqueness, quality, suitability, appearance and compatibility with overall theme/audience of the Event. UDI has the right to accept or deny a Vendor based on all this criteria. The number of Vendors allowed in each category will be limited to create an appealing mix of merchandise. No vendor of the above is permitted to sell food and/or beverage products unless granted permission by UDI. Health-related and Public Safety programs and/or merchandise are not accepted unless written permission is obtained from UDI.

VENDOR SELECTION

Members of the Special Events Committee select the Vendors for the Event. Vendor understands that submission of this Application does not guarantee selection into Event.

VENDOR NOTIFICATION

Vendors will be mailed notification of acceptance and non-acceptance beginning Friday, August 14, 2009. Telephone notification will not be provided prior to a written notification. Vendors placed on the waiting list will be notified as booth space becomes available.

CANCELLATION POLICY

No refunds for cancellations will be allowed after 5:00 pm on Friday, August 28, 2009. All cancellations shall be in writing. UDA reserves the right to cancel any Vendor and the terms of this License at any time for any reason, without penalty to UDA. Any Vendor who is not set-up by the designated time will be assumed absent and space forfeited.

BOOTH SPACE FEES

Each Vendor is assigned a booth space located outdoors in the designated festival area along Fairmount Street in Uptown Dallas. Vendor booth location will be assigned on a first come, first served basis, so get your application in early to secure your spot.

The \$350 Booth Rental Fee includes: 1 Interior 10' x 10' tent, 1- 110v electrical outlet, 1 light bulb, 2 vendor admission passes, 1 vendor parking pass, removable vinyl sidewalls, 2 chairs and 1 table.

PAYMENT

A check or money order payable to the UDI must be submitted with the Application and submittals. Vendor will be charged an additional \$35.00 for returned checks with insufficient funds. Checks or money orders will not be cashed until Vendor has been notified of acceptance. Corner requests require separate checks.

Please mail completed application, submittals, and checks to: Uptown Dallas, Inc. Attn: All About Uptown Festival, 2808 McKinney, Suite 100, Dallas, TX 75204

GENERAL GUIDELINES

Vendors are expected to be open and operating during all event hours.

Vendors are to provide their own commercial grade extension cord and display racks and/or tables suitable for displaying merchandise in an outdoor environment. Come prepared with sunscreen, extra tarps, bungies, and packing supplies, in case of wind, or other inclement weather. Bring everything you may need as we do not have extra supplies for your use.

Vendor must keep merchandise inside the assigned area. Vendor is prohibited from selling merchandise, distributing literature or performing an activity from an area other than their booth space. Vendor may not post any signs on the Event site outside their booth. Violation of this rule will result in possible forfeiture of booth space.

Vendor is permitted to decorate the booth space as Vendor pleases; however, the UDI strives to create a polished, professional appearance throughout the Event. All material draped from the exhibit space must meet Dallas fire laws. Lightweight signage on Vendor booth is allowed, but "Discount" signage is prohibited. All signage is subject to the approval of UDI. UDI has and reserves the right to require modification of any exhibit.

During the course of the Event, Vendor shall maintain the areas inside their booth space in a clean and sanitary condition. Vendor shall conduct activities in a clean, orderly, and legitimate manner and in accordance with existing ordinances, laws, rules, regulations and policies of City of Dallas and any other governmental authority. No garbage, glass, or bottles of any kind shall be thrown upon the grounds or in any buildings by Vendor or anyone working under or for Vendor. Vendor must provide his or her own trash receptacle. The contents of vendors trash receptacle may be placed in a trash dumpster at the Event. Vendor is responsible for general clean up of booth space. Animals, coolers, bicycles, skateboards and rollerblades will not be permitted on the Event site.

UDI does not provide food or drink to vendors. Food and drink will be available for purchase during normal festival hours.

Restrooms – UDI does not provide personnel to afford vendors breaks. Therefore, if you come alone, check your neighboring booth to see if you can watch each others booths during breaks. Restrooms just for Vendors is also not provided.

UDI shall have the right, but not the duty, to supervise the manner of exercising the operation of the activity by Vendor. However, in doing so, UDA is expressly not accepting responsibility for such operations and conduct. Vendor shall remain liable for such operations and conduct.

UDI may designate certain of its agents, officers or employees as inspectors, and Vendor agrees that the inspectors have the right, at any time and as often as UDI may consider necessary, to inspect any property, services or activities of Vendor on the premises. Vendor shall give the inspectors free access to any space used by Vendor or under its control for the inspection and shall, upon request of an inspector, operate any machinery, mechanical devices, or electrical appliances owned, maintained, or in the possession of Vendor on the premises, or operate any process or activities carried on by Vendor. The police and fire force or other authorized agents of UDI shall be given free access at any time to any space used by Vendor or under its control, for the purpose of maintaining order and safety or enforcing any rule or regulation of Dallas.

Vendor agrees to pay promptly all taxes and applicable fees and to take out all permits and licenses, municipal, state or federal, required for the permitted usage. Vendor agrees to furnish UDI, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees and showing that all required permits and licenses are in effect.

SECURITY

The Event site will be secured continuously throughout the duration of the Event. UDI assumes no responsibility for any property placed on the premises of the Event site by or on behalf of Vendor, and Vendor releases UDI, its officials, officers, employees and agents from and waives any and all claims, actions, or liabilities against UDI, its officials, officers, employees, and agents for any loss, injury or damage to person or property that are sustained by reason of the occupancy of the Event site under this License. The provisions of this paragraph shall survive the termination of this License.

SET-UP INFORMATION

Date	Festival Hours	Set-Up	Tear-Down
Sat., Sept. 26, 2009	11am – 10pm	8:00 am – 11:00 am	11 pm – 1:00 am

UDI does not provide personnel to assist vendors to unload or load merchandise or displays.

Vendor booth space shall be manned at all times during operating hours on all days of the Event unless other previous arrangements are made with the UDI; however, the cost for booth space remains the same. The hours of operation of the Event shall be those scheduled by UDI. Vendor shall have a reasonable amount of time to set up prior to its commencement and to tear down after its conclusion. UDI reserves the right to regulate the hours that the Vendors remain open. Should the Event be postponed or cancelled for an Act of God, public safety, welfare or for any reason whatsoever, Vendor hereby releases and forever discharges UDI, its officers, employees and agents from any and all liability and claims for damages which result from such postponement or cancellation. Setup must be performed from the designated areas at all times. All property must be removed from the Event site on or before (the "Time of Removal") or prior to the Time of Removal in the event of termination of this License. If any part of Vendor's property is not vacated at or before the Time of Removal or promptly following the termination hereof, UDI is authorized to remove from the Event site and store, without resorting to any legal proceeding and at the sole expense of Vendor, all of the Vendor's property, and UDI shall not be liable for any damage to or loss of any such property sustained during its removal and storage.

During load-in and load-out, vehicles must stay on the street. Plan on using a dolly to transport your merchandise.

Detailed load-in/load-out information will be included in pre-event packet upon acceptance into the Event.

LIABILITIES

Vendor shall defend (with counsel acceptable to UDI), indemnify, and hold harmless UDI, its officials, officers, employees and agents from and against any and all claims, demands, actions, causes of action, liability, lawsuits, judgments, damages, injuries, fines, costs or expenses (together, "Claims"), including reasonable attorney's fees, for injury to or death of any person, or damage to or destruction of any property, or breach of contract, or any other harm for which any type of recovery or remedy (whether at law (including, without limitation, an action for damages), in equity, or otherwise) is sought, resulting from, based upon, or arising out of, in whole or in part, this License or Vendor's (or Vendor's officers, employees, agents, representatives, invitees, contractors, concessionaires, subcontractors, or anyone employed by any of them or anyone for whom any of them may be legally liable) conduct hereunder or use or occupancy of the Event site, including any and all claims resulting from, based upon, or arising out of the negligence of UDI or its officials, officers, employees, agents, or contractors. The provisions of this paragraph shall survive the termination of this License.

Vendor, its officers, agents and employees do hereby waive and release UDI from any and all claims for damage, injury or loss to any person or property, including without limitation the death of any person, that may be caused, in whole or in part, by the act or failure to act of UDI, its officers, agents and/or employees. The provisions of this paragraph shall survive the termination of this License.

Vendor, for itself and its directors, officers, agents and employees assume the risk of all conditions, whether dangerous or otherwise, in and about the premises of UDI, and waive any and all specific notice of the existence of any defective or dangerous condition in or about the said premises. The provisions of this paragraph shall survive the termination of this License.

Vendor hereby releases UDI from, and hereby waives, any and all claims, demands, or actions for any loss or damage sustained by reason of any defect of any part of the water supply system, the sewage and drainage system, the gas system, electrical apparatus or wiring on the Event site or tent(s) or any other premises or bandstand, and for any loss or damage resulting from fire, theft, water, tornado, rain, snow, strikes, civil commotion or riot, or otherwise. The provisions of this paragraph shall survive the termination of this License.

Vendor acknowledges that this License is not a lease but is only a revocable license to operate and conduct the activity described herein, and is subject to revocation or termination by UDI at any time and for any reason, including, without limitation, the failure of Vendor to comply with any of the terms of this License. In the event of revocation or termination or upon completion of the Event, Vendor shall immediately vacate the Event site removing all equipment, materials, and supplies. In addition to any remedy set forth in this License, UDI shall have other rights and remedies available at law, in equity, or otherwise, which may be available to UDI, which rights and remedies shall be cumulative, and the use of any one right or remedy by either party shall not preclude or waive the right to use any or all other remedies. The failure by either party to exercise any right, power, or option given to it by this License, or to insist upon strict compliance with the terms of this License, shall not constitute a waiver of the terms and conditions of this License with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this License shall survive the cancellation, expiration or termination of this License, except as otherwise expressly set forth herein.

UDI reserves and has the right, in its sole discretion and without liability of any kind to UDI, to postpone or cancel the Event for any reason whatsoever, including, without limitation, as a result of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, inclement weather, war or terrorism or the potential or actual threat thereof, public safety or public welfare considerations, riots, strikes, or local, national or international emergencies, or other reason of like nature.

This License contains the entire agreement of Vendor and UDI and may not be amended, modified or altered without the express written consent of UDI. This License is subject to any and all laws, ordinances, rules, regulations, standards, and policies of Dallas or its authorized representatives, whether now existing or hereafter adopted or modified. This License shall be interpreted and governed by Texas law (and, with respect to any conflict of law provisions, such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing and interpretation of this License) and is performable for all purposes in the County of Dallas, State of Texas. Venue for any action under this License shall be in Dallas County, Texas. This License and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity. The officer or agent of the Vendor signing this License acknowledges they are the property authorized officials and have the necessary authority to execute this License on behalf of Vendor and to bind Vendor hereto.

APPLICATION CHECKLIST

- _____ Completed & Signed Application
- _____ Samples of work submitted with application
- _____ Check payable to the Uptown Dallas, Inc.

And return with completed application to:

Uptown Dallas, Inc.
Attn: All About Uptown Festival
2808 McKinney, Suite 100
Dallas, TX 75204

Contact: Sandra Johnson, Director of Marketing, (214) 871-7696 or Sandra@UptownDallas.net

Uptown Artist/Vendor Booth

Booth # _____

Tent Size/Type _____

Received # _____

Received Date _____

Application Form

For Office Use Only

Name _____

Business Name _____

**Application Deadline:
July 31, 2009**

Mailing Address _____ City, State,

Zip _____ Phone _____

Fax _____ Vendor On-Site Cell Phone _____ E-mail _____

_____ Website _____

Emergency Contact: Name _____ Phone _____

Description of Merchandise to be Sold _____

Vendors in Artist Corner must create/make their merchandise – Requests/Comments:

Attach separate sheets explaining/providing:

- What the artist does to create the work?
 - A description/list of what items the artist creates and prices
 - List other items you purchase for resale and their prices
 - What is the percentage of created items vs resale items?
- Provide representative photos of all types of merchandise for sale during the event. Mark which is created and which is purchased for resale. 8½ x11 sheets with copied photos is acceptable. Please submit photos even though you may have submitted them in the past.

FEES

_____ \$350 10"x10"
_____ \$700 10"x20"

_____ TOTAL

If paying by credit card please fill out this section. We accept Mastercard and Visa.

Name on Credit Card _____

Expiration Date: Month/Year _____

Total Amount to be Charged _____

CVV Security Code located on the back of card _____

RELEASE

The officer or agent of the Vendor signing this License agreement acknowledges they are the properly authorized officials and have the necessary authority to execute this License. Vendor agrees to have read, understand and shall abide by the guidelines and rules set forth in this package.

Signature _____

Print Name _____

Date _____