



# JUBILEE

Festival of Black History & Culture

## JUBILEE: Festival of Black History and Culture Vendor Agreement

Services: The Vendor agrees to provide the following services for Historic Columbia (event host, hereinafter “HC”) at the Event:

- Sell goods and/or share information for the duration of the event on Saturday, September 20, 2025, from 11:00 a.m. to 6:00 p.m.
- Be prepared to answer questions and provide information throughout the day of the event.

For the purpose of the Vendor Agreement, the Vendor is an independent contractor. As such, nothing contained in this agreement shall constitute the Vendor as an agent for or an employee of HC for any purpose other than herein specifically provided, and the Vendor shall be responsible for the payment of all withholding and/or income tax obligations. Vendors shall have no right whatsoever to incur any liabilities or obligation for or on behalf of the HC. Failure to follow may result in removal of Vendor privileges and ejection from event.

### Jubilee Rules and Regulations for Vendors

1. **Jubilee is a community event.** Information and items of an indecent or graphic sexual nature are illegal and cannot be distributed. Vendors shall not display, sell, or possess illegal or contraband items. No concealable weapons are allowed within the festival.
2. Acceptance of applications will be considered based on receipt of the completed application and notice of approval by HC staff, after which the Vendor will receive an invoice and payment in full is due. Applications received before the deadline are not guaranteed availability of space. Vendors must remit payment within 30 days of invoice. Failure to remit payment within 30 calendar days will render your approval null and void, and your spot will be released to other Vendor applicants.
3. Refunds will not be given to Vendors that cancel after payment is accepted. If you are unable to attend due to serious injury or illness, death, natural disaster, or military duty, please email Nathan Brown at [nbrown@historiccolumbia.org](mailto:nbrown@historiccolumbia.org)



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- with details of the occurrence. HC will fully examine the circumstances, and notify you via e-mail, within a reasonable period, if you may transfer your current year's Vendor Application and fees to the following year's festival.
4. Vendors are required to send images and a written explanation of their setup at the time of application. HC reserves the right to adjust an applicant's space request based on this information and the invoice will reflect this change. On the day of the event, HC reserves the right to deny entry or move a vendor's location should their setup be deemed too different from the information submitted in the application and therefore not conducive to the space allotted or the mission of the event.
  5. HC reserves the right to place or relocate Vendors according to a master plan without notice to the Vendor, as deemed necessary by HC staff. HC will not consider specific vendor placement requests.
  6. **More details about check-in time and location will be provided to Vendors via email at least twenty-four (24) hours before the event.** Vendors will not be allowed to set up or drive into the festival before their designated arrival time. Set up must be complete by 10:45 a.m. Vehicles are only allowed in the Vendor area to unload materials, and they must be removed immediately from Vendor area once unloading is complete. A Jubilee Representative may assist with unloading to speed up this process if other Vendors are waiting. All Vendors and participants must have vehicles removed from the street by 10:30 a.m. The event begins promptly at 11:00 a.m.
  7. Cleanup will take place from 6:00 – 7:00 p.m. Please do not begin packing up until the end of the event so that all our guests will have time to visit your booth. You must clean up and remove all items that you brought with you. Trash cans will be on site for cleanup purposes. Barricades are removed, and the streets open to traffic at 7:00 p.m. **Please follow all public safety officer directives.**
  8. Vendors shall not share, sublet, or give booth space to another Vendor.
  9. Noise, smoke, or visual displays shall not interfere with neighboring Vendors or with the enjoyment of the public at the event. HC reserves the right to determine whether a booth is causing interference and ask for removal of any special effects.



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10. The Vendor shall conduct all business within booth space. No distribution or solicitations of any kind may be done outside the booth space without prior written permission.
11. Vendor spaces are not guaranteed to have walking space around the entire perimeter of the booth.
12. No vendor may extend beyond 10 feet from the curb. **Vendors using a vehicle to conduct business may not place a tent in front of the vehicle.** HC cannot guarantee the ability to accommodate additional Vendor space.
13. No beverages may be sold or distributed for free except by Food Vendors.
14. **Vendors must meet [Fire Marshal Codes](#).**
15. **Vendors are responsible for all sales tax, licenses, and insurance required by law.**
16. Food Vendors must meet DHEC Codes and return the Local Hospitality Tax form.
17. Vendors are responsible for any damage caused to other Vendors, HC property, or the event space.
18. HC accepts no responsibility for items lost due to theft or breakage.
19. **HC will not provide power to any Vendor, including Food Vendors.** Generators are subject to inspection by the Columbia Fire Marshal.
20. All electrical wiring shall meet the National Electrical Codes. Electrical wiring must be properly secured.
21. In the case of inclement weather, city officials will decide whether to continue or stop anything using power in the event. HC has no control over this decision.
22. All Vendor tents, canopies, awnings, or covers will be weighted down with 50-pound weights (50 lbs. per corner). **Vendors will be provided with four 5-gallon buckets filled with water, plus twine, to use on each tent corner.** Fire Marshals will be inspecting. If your tent is not weighed down, you will have to remove your tent.
23. Unnecessary driving in the event is not permitted. No parking of vehicles inside the event is allowed except for loading and unloading outside of festival hours, unless a vehicle is a part of your setup and noted in the application as such. (See 6–7.) Vehicles are not allowed in the event area during the event or after the event until the public is safely removed and public safety officers open the road to Vendor vehicles. **Do not move traffic barricades at any time for any reason.**



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24. Do not block walkways or handicap access ramps to any businesses or sidewalks at any time.
25. Vendor applicant understands that HC has no control over weather, acts of God, acts of terrorism, governmental interventions, or any other cause that may prevent and/or interrupt Jubilee. All participants shall hold HC and its board members harmless of any losses that could arise because of such events. HC will not be liable for payment of compensation to the Vendor and Vendor agrees to hold HC harmless for all claims whatsoever arising from this provision.
26. Indemnification: The Vendor shall defend, indemnify, and hold harmless Historic Columbia, its employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the display and operations of the Vendor. The Vendor shall furthermore hold harmless the Host from all claims, damages, losses and expenses arising out of or resulting from display or operations at Jubilee: Festival of Black History and Culture provided such claim, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or to injury or destruction to tangible property, including the loss resulting therefrom, and, (2) is caused or is claimed to have been caused, in whole or in part, by any product sold by the Vendor, its agents, employees or subcontractors regardless of whether or not such damage, loss or expense is caused or is claimed to have been caused in part by a party indemnified hereunder.
27. Amendment: No modification, amendment, addition, or termination of this Agreement nor waiver of any of its provisions shall be valid or enforceable unless in writing and signed by all Parties hereto.