

# SOLSTICE FLUTE FESTIVAL

## 2019 Vendor Rules & Guidelines

### **Vendor Selection**

This Festival celebrates the Native American Flute. Vendors are by invitation only. To be considered, interested artists, craftsmen, and exhibitors must apply. Applications will be screened by the Festival Coordinator/committee. To ensure festival goers the highest quality we will be limiting the number of spaces to approximately 30 (based on 10' x 10' booths).

This Festival features the Native American Flute and musicians. Preference will be given to vendors who make or provide products or services that are holistic, music related, or inspired by Native/indigenous culture. You do not need to be of Native American ancestry to participate.

### **Booth Fees & Display Space**

Display spaces are 10' x 10' or 10' x 20'. You may apply for a maximum of 2 spaces. See price list for booth fees; discounted rate for application and payment made prior to May 17, 2019. No cancellation refunds will be issued after June 1, 2019. Booth locations are assigned by lottery and are final.

You must stay within your designated 10' x 10'/10' x 20' area unless specific approval is granted by the committee. All canopies and booth displays must present a professional, high quality exhibit and must fit inside the allotted space.

Each vendor must supply their own tents, tables, chairs, lighting fixtures, extension cords, packing materials, backdrops, etc. Tents must be properly secured at all times.

Limited electricity (110v 20 amp) will be available for a fee. Extension cords must be rated at 20 amp (or more) and for outdoor use. We can provide you with information about renting tables, tents, and chairs locally if needed.

### **Venue Information**

The Solstice Flute Festival is held at The Homestead Resort, N 700 Homestead Drive, Midway, UT, 84049. The Festival Marketplace is located on the West Lawn, bordered by the main entrance and primary access road and parking area on a large grassy lawn. Due to requirements of the venue contract, no food or drink can be sold by our vendors.

### **Hours of Operation**

Vendors are expected to be set up and open for business both Friday *and* Saturday from 10 am until 6:30 pm each day.

## **Vendor Setup & Breakdown**

Setup will take place Friday morning starting at 7:30 am. Vendors are expected to be fully set up for business before 10 am. Each vendor is responsible for construction or setup and breakdown of their exhibits and booths and are solely responsible for their contents.

Optional booth breakdown on Friday starting at 6:30 pm: we cannot guarantee shut-off of sprinklers in the vending area. Therefore, we advise vendors remove or cover items to prevent potential water damage; vendors assume liability for damaged items. Tents may remain set up.

The Homestead Resort has requested that we do not drive on the lawn area. All vendors are required to unload and load their vehicles in the parking lot area and use handcarts or wagons to transport their goods to their assigned space. The festival coordinator will make arrangements to assist any handicapped vendors on request.

All canopies and umbrellas are required to be secured to ground from the time canopy is set up to the time it is taken down. The Festival is not responsible for losses/claims due to unsecured tents, umbrellas, or canopies.

Table displays, temporary displays in front of booths, and signs must not block accessibility to adjoining booths or impair another vendor's ability to sell his/her products(s). Vendors must keep their personal equipment in their assigned booth space.

You must remain open for business until 6:30 pm on Saturday. Breakdown may begin at 6:30 pm on Saturday. No vehicles will be allowed in the vendor area.

Vendors must be loaded up and out of the vendor area by 8:30 pm on Saturday. Please make sure your area is free of all trash before you leave. Note: there is limited lighting on-site after dark.

## **SECURITY**

The Solstice Flute Festival has arranged to have a Security Guard on the premises over night for thirteen (13) hours. Please note: it is the vendor's responsibility to secure their equipment and their goods. Vendors cannot hold the Security Company, Homestead Resort or the Solstice Flute Festival/Where Passion Meets Purpose liable for loss or damage to their equipment and their goods. In addition, we cannot guarantee shut-off of sprinkler operation overnight. Please plan accordingly! Contact the Festival Coordinator with questions or for more information.

## **DRAWING & SILENT AUCTION CONTRIBUTION**

Vendors are required to contribute one (1) item from their inventory for the Opportunity Drawing and/or Silent Auction. An additional item is invited but not required. Items will be collected after setup is complete. Vendors will receive a receipt confirming their in-kind contribution from the Solstice Flute Festival/Where Passion Meets Purpose.

## **MARKETING AND PROMOTION**

Vendors are encouraged to promote their attendance at the Solstice Flute Festival. Vendors accepted to the Festival will receive a Solstice Flute Festival logo for use in your promotion.

If you would like to see your listing on our website and in social media, please email image files (jpg, png, gif formats) and copy you would like to see included to [marketing@solsticeflute.org](mailto:marketing@solsticeflute.org).

## **LOGISTICS**

Vendors are responsible for providing their own lodging. Multiple lodging options are available locally. Contact the Festival Coordinator for information. Absolutely no overnight parking or camping is allowed.

## **CONTACT INFORMATION**

The Solstice Flute Festival is presented by Where Passion Meets Purpose, a 501.c.3 nonprofit organization. Our website is <https://www.SolsticeFlute.org>.

Vendor Contact:

RoLayne Young

[festival@solsticeflute.org](mailto:festival@solsticeflute.org)

801-830-8982

Primary Festival Contact:

Paul Surhoff, Festival Coordinator

[festival@solsticeflute.org](mailto:festival@solsticeflute.org)

908-917-2307

## **INDIAN ARTS & CRAFTS ACT**

All vendors are required to comply with the Indian Arts and Crafts Act of 1990, as amended in 2010. The full text of this law is included at the end of this document. The Indian Arts and Crafts Board has instructed us that the 2010 amendment places additional responsibilities on the organizers of events like the Solstice Flute Festival for ensuring compliance with the Act. Therefore, we must require that each of our vendors specifically comply with the following:

Any vendors representing themselves as Native American must provide proof of enrollment in a federally recognized or state recognized tribe to the committee. Anyone who cannot show proof that they are an enrolled member of either a federally recognized or state recognized tribe, must have on display in their booth a sign that states "Not Native Made". The festival will provide these signs as part of the vendor packet, or the vendors may use their own.

Any vendors who resell items made by others who claim to be Native American must also have proof of the artist/maker's tribal enrollment. If enrollment confirmation cannot be provided to the

committee, you must have on display in your booth a sign that states "Not Native Made". The festival will provide these signs in the vendor packet. Additional signs will be available on request.

Each vendor will be required to confirm their understanding of the Indian Arts and Crafts Act of 1990 by reading and signing the section of the vendor application referring to this Act.

### **Indian Arts and Crafts Act of 1990**

The Indian Arts and Crafts Act of 1990 (P.L.101-644) is a truth-in-advertising law that prohibits misrepresentation in marketing of Indian arts and crafts products within the United States. It is illegal to offer or display for sale or sell any art or craft product in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian or Indian Tribe or Indian arts and crafts organization, resident within the United States. For a first-time violation of the Act, an individual can face civil or criminal penalties up to a \$250,000 fine or a 5-year prison term, or both. If a business violates the Act, it can face civil penalties or can be prosecuted and fined up to \$1,000,000.

Under the Act, an Indian is defined as a member of any federally or State recognized Indian Tribe, or an individual certified as an Indian artisan by an Indian Tribe.

The law covers all Indian and Indian-style traditional and contemporary arts and crafts produced after 1935. The Act broadly applies to the marketing of arts and crafts by any person in the United States. Some traditional items frequently copied by non-Indians include Indian-style jewelry, pottery, baskets, carved stone fetishes, woven rugs, kachina dolls, and clothing.

All products must be marketed truthfully regarding the Indian heritage and tribal affiliation of the producers, so as not to mislead the consumer. It is illegal to market an art or craft item using the name of a tribe if a member, or certified Indian artisan, of that tribe did not actually create the art or craft item.

For example, products sold using a sign claiming "Indian Jewelry" would be a violation of the Indian Arts and Crafts Act if the jewelry was produced by someone other than a member, or certified Indian artisan, of an Indian tribe. Products advertised as "Hopi Jewelry" would be in violation of the Act if they were produced by someone who is not a member, or certified Indian artisan, of the Hopi tribe.

### **LEGAL**

1. The Solstice Flute Festival reserves the right to refuse participation to any vendor not in compliance with the event Rules and Guidelines and not meeting standards which include, but are not limited to, all local, city, state and federal laws and regulations. All required sales tax collection and remittances are the sole responsibility of the vendors as the sellers.
2. The Solstice Flute Festival welcomes all, regardless of race, creed, color, sex, religion, sexual orientation, age, nationality, or marital status.

3. All vendors assume full liability for the products they sell at the Solstice Flute Festival and hereby agree to indemnify, defend, and hold the Solstice Flute Festival/Where Passion Meets Purpose harmless against any claim of injury or damage by any buyer, seller, or other persons resulting from the use, consumption, disposition, display, or marketing of products.

The Solstice Flute Festival, event organizers, Homestead Resort or its officers, employees or agents are not responsible for any lost or stolen items for performers or performance groups. All performers and performance groups shall indemnify, defend, and hold harmless the Solstice Flute Festival, event organizers, Homestead Resort, and its officers, employees and agents from any liability, loss, injury or expenses.

1. The Solstice Flute Festival/Where Passion Meets Purpose is not liable for any injury, theft, or damage to the buyer or seller, or their property, arising from or pertaining to preparation for or participation in the Festival, regardless of whether such injury, theft, or damage occurred prior to, during, or after the Event hours of operation. Vendors further agree to indemnify, defend, and hold the Solstice Flute Festival/ Where Passion Meets Purpose harmless for and against any claims for such injury, theft, or damage.
2. Submitting an application to the Solstice Flute Festival which is accepted/invited by the Solstice Flute Festival serves as a binding agreement between the Solstice Flute Festival/Where Passion Meets Purpose and the applicant. The Solstice Flute Festival will hold anyone working at a vendor's booth responsible to follow Festival Rules & Guidelines, which are subject to change at any time and updates will be sent to the email indicated on the vendor's application. It is the responsibility of the applicant to keep all profiles current. Any violation will be documented. Anyone who fails to comply with Event policies will be asked to leave the event.