

TPA Park 4th of July Festival 2010 Vendor Application and Agreement

This agreement is made this _____ day of, _____ 2010, by and between the City of Frankfort Parks Department and _____ hereinafter known as "Vendor".
(Please print name of Vendor)

WHEREAS, the City of Frankfort Parks Department sponsors a festival known as the TPA Park 4th of July Festival, held in the Frankfort TPA park; Frankfort, IN;

WHEREAS, the Vendor has requested the opportunity to participate in such festival;

Now THEREFORE it is agreed as follows:

- 1. Products, Service or Information Provided.** At the time of application, the Vendor shall provide to the City of Frankfort Parks Department a complete list of retail items to be sold, service to be promoted, or other promotional information to be distributed at The 4th of July Festival 2010. The City of Frankfort Parks Department shall, as soon as practical thereafter, inform the Vendor if any of the retail items, services or information is unacceptable to the City of Frankfort Parks Department, giving the Vendor a right to offer only these **specific** items, services or information. The Vendor agrees it will provide a sufficient quantity of each item on its approved list to fill orders from approximately 10:00am until 10:30 pm on Sunday, July 4.
- 2. Food Vendors:**
If food items are to be sold, the Vendor must supply a copy of the required food vendor permit with booth rental application. Contact the Board of Health (211 N. Jackson St. 765-659-6385) for more information and permit. Vendors must comply with all food Vendor regulations. If cooking food at booth location, Vendor must comply with all fire hazard regulations. (see enclosed regulations)
- 3. Vendors Cannot:**
Offer for sale, give away, donate or offer at no charge or discounted price any "glow items". The Frankfort Jaycees obtain exclusive sales of these items. Offer for sale or distribution any knives or weapons of any kind. Offer for sale or distribution any articles with inappropriate language or subject matter.
- 4. Alcoholic Beverages:** THE VENDOR SHALL NOT SELL OR MAKE AVAILABLE ANY ALCOHOLIC BEVERAGES.
- 5. Location of Stand.** The Vendor shall set up its stand at the location specified by the City of Frankfort Parks Department. Vendors will receive booth assignments when they arrive to set up. Vendor may sell only from the stationary booth space, unless otherwise approved. Applications received and accepted after the venue has been filled will be put on a waiting list and placed, as space is available. Booth allocations will be done as applications are received and approved. The City of Frankfort Parks Department reserves the right to relocate vendors, if it is deemed necessary.
- 6. Set Up Time.** Set up times will be 5pm – 8pm July 3rd and 6am - 10:00 am July 4th. The Vendor shall be completely set up and ready for business no later than 10:00am on July 4, 2010. **THERE ARE NO EXCEPTIONS TO THIS RULE. FAILURE TO SET UP PRIOR TO THIS TIME SHALL BE CAUSE FOR VENDOR TO FORFEIT THEIR ASSIGNED SPACE AND ANY AND ALL DEPOSITS DEFINED BELOW.** The Vendor shall not dismantle its stand until after the Fireworks Spectacular (approximately 10:30 pm) on July 4, 2010. No vehicular traffic will be allowed to enter the venue until after the fireworks.
- 7. Check-in.** The Vendor shall check-in upon arrival to verify booth number and location of booth, and to receive assistance with electrical hook-ups, if required.
- 8. Hours of Operation:** Hours of operation of TPA Park 4th of July Festival 2010 are July 4th from 10:00am until 10:30 pm or the end of the fireworks. Vendors are expected to be present in their booth and open to traffic all hours that TPA Park 4th of July Festival 2010 is open. In the event of an all day rain, vendors are expected to remain open unless the City of Frankfort Parks Department cancels the event. Those who choose to leave early will not be eligible for a refund, and may not be allowed in to future events.
- 9. Pricing.** The Vendor shall establish its own prices for items to be sold at TPA Park 4th of July Festival 2010.
- 10. Fees.** The City of Frankfort Parks Department requires a flat fee with this application for each booth space. Once vendor has been accepted, **all application fees are non-refundable, whether or not the vendor attends the event.** Each booth "space" provides 15 feet by 15 feet of display space. Fees are as follows:

Applications returned by June 1st:

- a. **Vendor booths - \$35.00**
- b. **Power Supply - \$10.00.**

Applications returned after June 1st:

- a. **Vendor booths - \$50.00**
- b. **Power supply - \$10.00**

Preference on booth location will be determined by previous participation, timely submission of vendor application, type of product or service sold and power requirements. Vendors will be added at the discretion of the City of Frankfort Parks Department, but **space is limited.**

THE CITY OF FRANKFORT PARKS DEPARTMENT RESERVES THE RIGHT TO DECLINE FEES AND APPLICATIONS TO AVOID OVER DUPLICATION OF PRODUCTS, SERVICE OR INFORMATION, OR IF THE GOODS OR SERVICES OFFERED ARE DEEMED INAPPROPRIATE FOR THE EVENT.

11. **Deliveries.** No vehicular traffic will be allowed in the vendor area after the start of the TPA Park 4th of July Festival 2010 at 10:00am on July 4th. Except as otherwise directed by the City of Frankfort Parks Department, the Vendor shall park all delivery vehicles only in parking spaces designated by the City of Frankfort Parks Department and all deliveries shall be made by push cart or by hand.
12. **Electricity.** The City of Frankfort Parks Department shall, to the extent possible, provide the Vendor with 110-125 volt, Three Wire, Single Phase electrical service. The Vendor hereby recognizes that, due to acts and or occurrences beyond the control of the City of Frankfort Parks Department, including but not limited to precipitation, equipment failure and misuse by Vendors, said electrical service may be terminated at no fault to City of Frankfort Parks Department for lost or damaged goods. In the event of such termination, Vendor hereby holds the City of Frankfort Parks Department, its electrical subcontractors, installers, or any other parties listed in Section 12 of this agreement hereof harmless for any and all liability there from.
13. **Refuse Removal.** The committee will provide refuse receptacles and the Vendor shall notify the Committee or its designees when such receptacles are full.

14. INDEMNIFICATION AND PUBLIC LIABILITY INSURANCE.

Vendor's Responsibility. The Vendor releases the City of Frankfort Parks Department, the City of Frankfort and the State of Indiana (hereinafter jointly and severally referred to as "Indemnities"), from, assumes the risk of, shall be responsible for, and shall indemnify the Indemnities and hold them harmless from any and all liability for any loss of or damage or injury to any person (including death resulting there from) or property occurring before, during, or after TPA Park 4th of July Festival, regardless of cause. Vendor's obligation to indemnify the Indemnities hereunder shall include the duty to defend against any claims asserted by reason of any loss, damage or injury for which Vendor is obligated to indemnify the Indemnities and the duty to pay any judgments, settlements, costs, fees, and expenses, including attorneys' fees, incurred in connection therewith. Notwithstanding anything herein to the contrary, Vendor shall bear the risk of any loss or damage, regardless of cause, to its property.

Liability Insurance. At all times that Vendor is operating or conducting business on city property, Vendor shall maintain insurance for bodily injury, death, or property damage occasioned by reason of the operations conducted by Vendor, including products liability, with minimum liability limits of \$1,000,000 for bodily injury or death of any one or more persons in any accident or event, and in the minimum amount of \$250,000 for damage to property resulting from any one accident. A satisfactory certificate for such insurance shall be furnished to the City of Frankfort.

Workers Compensation. Vendor shall maintain workers' compensation insurance and employer's liability insurance for all Vendor's employees in strict compliance with state laws. Certificates evidencing such insurance shall be submitted to the City at least two (2) weeks prior to the 4th of July Festival.

15. **Cancellation.** The Vendor hereby agrees that the City of Frankfort Parks Department may cancel the TPA Park 4th of July Festival 2010 in the event of inclement weather, damage or destruction of the vendor area or any other occurrence beyond the City of Frankfort Parks Department's control which, in the opinion of the City of Frankfort, would make the holding of the Festival impossible or impractical. If the TPA Park 4th of July Festival 2010 is officially canceled prior to 12:00 noon on Sunday, July 4th, 2010, the Vendor shall receive a refund of its power supply fee only, paid pursuant to Section 9 above.
16. **Risk of Loss.** The Vendor hereby agrees to bear all risk of loss occasioned or arising out of the fact that the TPA Park 4th of July Festival may be canceled or terminated under the provisions of the Agreement and that the Committee shall not be responsible for any losses suffered by the Vendor by reason of such cancellation or termination.
17. **Authority.** Each party executing this agreement on behalf of the City of Frankfort Parks Department or the Vendor hereby certifies that he or she is authorized by their respective organization or company to contractually bind said organization or company to the right obligations and remedies provided herein.
18. THIS VENDOR AGREEMENT AND THE ADDITIONAL VENDOR INFORMATION AND FEE CALCULATION SECTION CONSTITUTES AND REFLECTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SHALL ONLY BE MODIFIED BY A WRITTEN INSTRUMENT REFERRING TO THIS VENDOR AGREEMENT, SIGNED BY EACH PARTY HERETO.

IN WITNESS THEREOF, the parties have executed this agreement on the dates first mentioned above.

VENDOR: _____

CITY OF FRANKFORT PARKS DEPARTMENT

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Additional Vendor Information and Fee Calculation

ALL CHECKS SHOULD BE MADE OUT TO TPA Park 4th of July Festival.

CHECKS AND CONTRACT MUST BE RETURNED TO:

TPA Park
1 Adrian Marks Dr.
Frankfort, IN 46041

NAME OF VENDOR: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON(S): _____

HOME PHONE #: _____ WORK PHONE #: _____

CELL #: _____ FAX #: _____

E-MAIL: _____

Please indicate:

_____ Selling specific items from the booth (retail sales of merchandise)

_____ Food sales

_____ Promoting services, and not engaging in retail sales at the booth

_____ Community Service Organization, information only

All vendors must include the following information for this application to be considered:

1. A complete, detailed list of the merchandise, products, services or information you will be selling or promoting at your booth. You will be **strictly** limited to this list during the event. (Feel free to attach additional pages to your application.)
2. Detailed description of electrical equipment you will be using the power supply for. (refrigerators, lights, compressors etc.)

A. Booth Spaces (15x15) _____ x \$35.00 = (\$50.00 after June 1st) _____

B. Power Supply _____ x \$10.00 = _____

TOTAL FEE INCLUDED WITH THIS APPLICATION = _____

Note: Only 110-125 volt low amp service is available. If you require 220 you must contact the Parks Department office at 765-659-3422.

Booth Space Size – Please calculate space needs, allowing room for any outside equipment. Please be truthful and realistic! Please do not sign up for more than you need, and space sizes will be verified prior to festival. Standard booth spaces are 15' in depth by 15' in width.

