



Vendor Application

October 21, 2017

Broadway Street in Downtown Excelsior Springs, Missouri

Application Fee : \$50 prior to 9/30/17. \$75 after 10/1/17.

Business Name:	Contact Name:
Address:	City:
State & Zip Code:	Phone Number:
Email:	Names of Booth Attendees:
What products will you be offering?	
Company Facebook:	Company Website:

Booth size is approximately 10x10. You will be responsible to bring your own tables, chairs, table coverings, skirting, etc. The Vendor is responsible for tents/awnings. This is a rain or shine event so a tent is highly recommended. All wineries & breweries will be responsible for obtaining the appropriate licenses from the State and Clay County for wine sampling & sales.

Do you require the use of electrical for this event?	
Signature:	Date:

Payment Method:	
Check <input type="checkbox"/>	Money Order <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input type="checkbox"/>
Make Checks Payable to the Downtown Excelsior Partnership, PO Box 513, Excelsior Springs, Missouri 64024.	Card Number: _____ Exp. Date: ____/____ Security Code: _____ Billing Zip Code: _____

Please mail application to Downtown Excelsior Partnership, PO Box 513, Excelsior Springs, Missouri 64024 or email a completed copy to exec@visitesprings.com.

1) Definitions

A) FESTIVAL: Pumpkins & Mums Fall Festival

B) DEP: The Downtown Excelsior Partnership, a 501c3 not for profit and the sponsoring organization of the festival.

C) VENDOR(S): The organization, person, or entity contracting with DEP to participate as a vendor at the festival and their agents, employees and volunteers.

2) INTERPRETATION AND ENFORCEMENT OF RULES

Each VENDOR shall comply with the following rules and regulations, in addition to complying with any all statutes and ordinances of the State of Missouri, County of Clay and City of Excelsior Springs, Missouri pertinent to the VENDORS participation in the festival, including, but not limited to, statutes and maintenance and fire safety. DEP shall have the right to interpret the following rules and regulations; to amend or add such rules and regulations as in its discretion. Any violation shall result in immediate forfeiture of all rights of participation in the FESTIVAL and any monies paid to secure participation.

3. LIABILITY INSURANCE

All VENDORS are required to present a \$1,000,000 liability insurance certificate or pay the additional fee (\$50) to be included under the FESTIVAL policy. All certificates must list the Downtown Excelsior Partnership as an additionally insured. INSURANCE IS A SPECTATOR LIABILITY COVERAGE, NOT PROPERTY COVERAGE. DEP and the City of Excelsior Springs shall NOT be liable for any loss or damage to any merchandise or personal property in or about VENDORS booth.

4. SALES TAX PAYMENTS

All VENDORS shall be responsible for all sales tax obligations to the State of Missouri and/or the City of Excelsior Springs. Appropriate tax information will be provided to each VENDOR during check-in.

5. RETURNED CHECKS AS UNPAID

VENDORS will be charged a \$30 returned check fee and may result in the application being denied.

6. FOOD VENDORS

Any grease, charcoal or trash not disposed of properly will result in no participation during future FESTIVALS.

Food permits are required from the Clay County Health Department, 800 Haines Drive, Liberty, MO 64068. 816-595-4350. Food permits must be displayed at all times. PERMITS MUST BE OBTAINED PRIOR TO THE FESTIVAL.

The Downtown Excelsior Partnership will provide you with the street address to be used on the permit as well as the name of the festival.

7. COMMERCIAL/POLITICAL VENDORS

DS, jewelry, clothing, household items, siding or solicitation of business services, who wish to promote their business or political party/candidate. The FESTIVAL will only allow one booth that advertise/sell specific products brand/line, such as: Mary Kay, Discovery Toys, Avon, LuLaRoe, Scentsy, etc.

8. CRAFT VENDOR

Items that are handmade by the VENDOR. This does not include items that are handmade but purchased for resale.

9. NON-PROFIT VENDORS

Defined as any organization that has a 501c3 tax-exempt letter. THIS MUST ACCOMPANY ALL APPLICATIONS.

10. APPLICATION PROCESS

Applications from 2016 VENDORS IN GOOD STANDING will be accepted beginning 7/13/17. New applications will be accepted beginning 7/21/17. All applications will be considered based on available space, quality of merchandise that reflects diversity and a festival atmosphere. VENDOR applications must include a list of product items offered in booth – no other items will be allowed in the booth space. If your application is approved you will receive an email with tentative FESTIVAL information. However, if your application is denied, your application and payment will be returned to you. DEP reserves the right to assign spaces and alter map layout as deemed necessary at anytime.

11. MERCHANDISE

No VENDOR should display for sale or otherwise materials which shall be deemed obscene, dangerous, or unlawful. Prohibited are items including, but not limited to, the following: drug paraphernalia and related items,

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butterfly knives, all knives, throwing stars, guns and brass knuckles. DEP will notify VENDOR of violation of this provision and require removal of said items from the grounds immediately.

12. ELECTRICITY

Electricity access is limited and assigned on a first/come first/serve basis. If during the FESTIVAL a VENDOR uses more power than agreed upon, the VENDOR is at risk of losing access to electricity. Generators are not allowed except through special permission of DEP. All VENDORS are responsible for supplying heavy weight, three conductor grounded extension cords an appropriate length to reach generators and outlets.

13. BOOTH SPACE/CONSTRUCTION

Dimensions – Booth spaces are 10' deep x 10' wide. Food booths are 10' deep x 20' wide. In the event a trailer is used as a booth, it must fit, including tongue, within booth space. Tables and tents are NOT provided. DEP reserves the right to remove a booth from the FESTIVAL if the booth is constructed in an unsafe manner.

14. VENDOR CHECK-IN/SETUP/BREAK DOWN

VENDORS set up begins at 9:00 am on Saturday, October 21st AFTER THEY HAVE CHECKED IN AND RECEIVED THE VENDOR PACKET AND INFORMATION. BREAK DOWN begins at 6:00 pm the evening of the FESTIVAL. These times may be adjusted by Police and FESTIVAL security or should police crowd conditions warrant it.

15. BOOTH CONDUCT/USE

EMPTY SPACES IMPACT THE FESTIVAL AND VENDORS NEGATIVELY. THE FESTIVAL WILL BE HELD, RAIN OR SHINE. ALL VENDOR BOOTHS MUST BE MANNED DURING ALL HOURS OF FESTIVAL OPERATIONS. In the event a VENDOR sells out of its product, said VENDOR shall nonetheless keep the booth open. VENDORS will confine their operations to the booth and shall not solicit business outside their booth. Subleasing of all, or any of the assigned booth space by the VENDOR is prohibited. VENDORS cannot permit another party to exhibit, promote in any manner, or take orders in the booth. No Smoking is permitted within the booths. Security will be available during the FESTIVAL.

Any VENDORS found not complying with the rules and regulations listed within this application/contract will be billed a compliance penalty in the amount of \$100. Compliance penalties must be paid to DEP within 30 days of being notified and risk not being accepted in future events.

16. ACCESS TO THE FESTIVAL GROUNDS

VENDORS shall be allowed entry of ONE (1) vehicle through the barricaded boundaries of the FESTIVAL only before and after the hours of operation. All vehicles must be outside barricades one hour prior to FESTIVAL opening. Police and FESTIVAL security may limit access earlier if crowd conditions warrant. For this event, there is not a designated parking area for vendors.

17. CLEANUP & TRASH DISPOSAL

VENDOR booth must be kept clean at all times. All refuse, rubbish and garbage must be deposited in dumpsters provided.

18. CANCELLATION & LATE FEES

VENDOR shall notify DEP in writing of intent to cancel this control no later than September 30, 2017, in order to receive a 50% refund. No refunds are available after September 30, 2017. A late fee of \$25 will be charged for all applications postmarked at a USPO after October 1, 2017. Late applications will not be processed until the late fee is paid.