

Parkville Days 2015 Vendor Contract

Friday, August 21 – Sunday, August 23, 2015

Deadline to Submit Contracts: Monday, August 10, 2015

This agreement is made and entered into by and between Parkville Community Development Corporation DBA Main Street Parkville Association (501©3), the "Festival" and the "Vendor", _____
(Vendor Business or Organization Name)

VENDOR CONTACT INFORMATION

Business or Organization Name: _____ Contact Person Name: _____
Street or P.O. Box: _____ City, State, Zip Code: _____
Phone Number: _____ Email Address: _____

ALL VENDORS

All Vendors are responsible for their own set-up, including lighting, tents, chairs and tables. Set-up is to be completed no later than 4:00 pm on Friday, August 21, 2015. All Vendors are requested to remove all set-ups, including tents, starting after 6:00 pm and completed by 11:59 pm on Sunday, August 23, 2015. No vehicles are allowed on the grass while unloading or loading on festival grounds. All Vendor Contracts are subject to Festival approval.

LIABILITY INSURANCE

Proof of Liability Insurance is required from all Vendors. If needed, the Festival will provide a Vendor with insurance for an additional fee, contact the Festival directly before completing this contract.

CHECK HERE FOR FESTIVAL INSURANCE \$70.00 _____

VENDOR CATEGORY

Vendor is making this application for the following category (check only one item). See Exhibit Categories / Fees under Rules for definitions and additional rules for each category. If additional space is needed indicate in the Check Here location.

FOOD CATEGORY	BOOTH FEE 10x10 SPACE	CHECK HERE	TRUE ART & CRAFT CATEGORY (Juried)	BOOTH FEE 10x10 SPACE	CHECK HERE
Major Specialty Food*	\$425.00	_____	Art	\$65.00	_____
Minor Food*	\$310.00	_____	Craft	\$65.00	_____
NOT-FOR PROFIT CATEGORY 501©3			BOUTIQUE & RETAIL CATEGORY		
Display	\$50.00	_____	Boutique	\$200.00	_____
Drinks Only	\$100.00	_____	Retail	\$200.00	_____
Food & Drink	\$200.00	_____			
Game	\$75.00	_____	MSPA CATEGORY		
Sales	\$50.00	_____	Historic Downtown Business Members - Fee Waived _____		
FAMILY / CHILDREN BASED CATEGORY			MISCELLANEOUS CATEGORY		
Children Boutique / Retail	\$200.00	_____	Subject to approval	\$	_____
Children's Arts & Crafts	\$65.00	_____	COMMERCIAL CATEGORY		
Fun and Game Booth*	\$150.00	_____	Retail or Service Display	\$595.00	_____

TRUE ART & CRAFT and CHILDREN'S ART & CRAFT REGULATION

All items offered for sale must be hand-made, hand-created. Examples (photographs) of work must be included for "first time" Vendor contract to be approved. Returning Vendors do not need to submit examples.

TRUE ART ONLY - VENDOR LOCATION

True Art Vendors have a choice of location at the festival. Check only one item.

True Art Tent (Don't have to have a 10x10 tent) _____
Personal 10 x 10 Tent supplied by yourself, the VENDOR _____

VENDOR TENT RENTAL

Vendors must supply their own tent (10x10). If needed, the Festival will provide a Vendor with a 10 x10 tent for an additional \$200, please check the box below and include with Vendor fees.

CHECK HERE FOR 10x10 TENT RENTAL \$200 _____

FOOD AND FAMILY / CHILDREN BASED CATEGORY

*Specified fee plus 10% of Net sales. Net sales = Gross Sales minus Sales Tax to be paid by 7:00 pm on Sunday, August 23, 2015.

ALL VENDORS

List all ITEMS to be sold or displayed, or Game to be played. Must be a complete list of all items.

TRUE ART & CRAFT CATEGORY: *All items offered for sale must be hand-made, hand-created. Examples (photographs) of work must be included for "first time" Vendor contract to be approved. Returning Vendors do not need to submit examples.*

ELECTRICAL REQUEST

Electrical Request - all electrical requests and fees must be submitted to Festival by August 4, 2015. 150 watts (one receptacle) will be provided by the Festival at no charge to the Vendor. All Vendors are to provide a 50-foot power cord (minimum 12 gauge) to reach power source. There is an additional charge for extra electrical needs (see below). List all appliances to be used, and give wattage requirements for each (watts=voltage x amps):

Appliance	Watts	Appliance	Watts
i.e., lamp w/ 2-75 watt bulbs	150		

Check One:

_____ Provided power is sufficient

_____ Provided power is not sufficient. Total Wattage requirements are _____

To be completed only if additional electric is needed.

_____ Separate circuit (1500 watts) – additional fee of \$50.00 to be included with Vendor fee

_____ Additional 500 watts – additional fee of \$50.00 to be included with Vendor fee

_____ 220 (limited availability) – additional fee of \$95.00 to be included with Vendor fee

VENDOR CALCULATOR

Vendor Fee	\$ _____	
Additional Vendor Space Rental	\$ _____	(fee x number of spaces)
Festival Insurance	\$ _____	
10 x 10 Tent Rental	\$ _____	
Additional Electric	\$ _____	
Total Cost	\$ _____	

I, the undersigned authorized agent, dutifully swear that I have thoroughly read all rules and regulations of the festival, including the Southern Platte Fire Protection District Fire Code and the Festival Rules and Regulations, and agree to abide by them.

Vendor / Business Name: _____ Retail Sales Tax Number / State Issued: _____

Vendor Signature: _____ Date: _____

Mail completed contract including Vendors fees, made payable to Main Street Parkville Association, and proof of insurance to:

Main Street Parkville Association
106 ½ Main Street
Parkville, Missouri 64152

Additional Comments: _____

For Questions and Additional Information Contact Main Street Parkville Association

Phone: (816) 505-2227

Email: historicparkvillemainstreet@gmail.com

Website: www.parkvillemo.org

Parkville Days 2015

Rules and Regulations Binding Both Parties to the Contract

Festival Schedule

Friday, August 21, 2015, 6:00 pm to 10:00 pm
Sunday, August 23, 2015, 10:00 am to 6:00 pm

Saturday, August 22, 2015, 10:00 am to 10:00 pm

Definitions

Festival: Parkville Days Festival, sponsored by Main Street Parkville Association (MSPA) an operating division of Parkville Community Development Corporation (PCDC) (501©3).

Vendor: The organization, person or entity contracting with the festival to participate as a booth holder at the Festival and their agents, employees and volunteers.

Booth: The area leased by the Vendor for its participation in the Festival.

Net Sales: Net sales are described as Gross sales minus sales tax

Interpretation and Enforcement of Rules

Each Vendor shall comply with the following rules and regulations. Vendor must comply with any and all statutes and ordinances of the State of Missouri, County of Platte, City of Parkville. Vendors must comply with, including but not limited to, statutes and ordinances affecting gambling, health and sanitation, building and electrical construction and maintenance, and fire safety.

The Festival shall have the right to interpret the following rules and regulations; to amend, add, or change such rules and regulations as in its discretion it might deem appropriate; and to enforce compliance with such rules and regulations.

Any violation of these rules and regulations or of the referenced statutes and ordinances shall result in immediate forfeiture of all rights of participation in the Festival and return of any monies deposited to secure participation in the Festival.

Liability Indemnity

Vendor covenants that it will protect, defend, hold harmless and indemnify the Festival, its directors, officers, agents, employees and volunteers from and against any and all expenses, claims, actions, liabilities, attorney's fees, damages and losses of any kind whatsoever, actually or allegedly, resulting from or connected with the participation as a Vendor in the Festival. The Festival shall not be liable for any loss or damage to any merchandise or personal property in or about Vendor's Booth, regardless of the cause of such loss or damage.

Vendor must provide a certificate of Liability insurance along with completed application in the amount of at least \$1 million dollars. Insurance coverage can be provided by Festival. If proof of insurance or payment of insurance through festival does not accompany Vendor contract, contract will not be accepted.

Description of Operations

Parkville Days
August 21 - 23, 2015
English Landing Park
8701 McAfee
Parkville, Missouri 64152

Certificate Holder

Parkville Community Development dba Main Street Parkville Association
106 112 Main Street
Parkville, Missouri 64152

Exhibit Categories / Fees

- *Boutique and Retail:* Mass produced or manufactured good.
 - Example: Home and fashion accessories, Avon and Tupperware
- *Commercial:* Retail and service displays.
 - Example: Sunrooms, siding, window, chiropractors, hair removal
- *Family and Children Based:* Items directly marketing to families and children.
 - Boutique and Retail items that are mass produced or manufactured goods such as clothing, and toys.
 - All items offered for sale must be hand-made, hand-created. Examples (photographs) of work must be included for "first time" Vendor contract to be approved. Returning Vendors do not need to submit examples.
 - Fun and Game Booth *\$150, plus 10% of Net Sales, such as animal rides, inflatable's and petting zoo.
- *Major Food:* \$425, plus 10% of Net sales due by 7:00 pm on Sunday, August 23, 2015.
 - Example: Turkey legs, brats, hot dogs, funnel cakes, ribs, BBQ sandwiches, hamburgers, Kettle Korn, corn on the cob, nachos, fried blooming onions, fried mushrooms or another Board approved major food item.
- *Minor Food:* \$310, plus 10% of Net sales due by 7:00 pm on Sunday, August 23, 2015.
 - Example: Beverage-only Vendors or another Board approved minor food item, including (shaved ice, fresh squeezed lemonade, and ice cream)
- *Miscellaneous:* Pricing subject to board approval.
- *MSPA:* Downtown Parkville merchants fee are waived.

- *Not-For Profit 501©3*: An organization that does not operate to make a profit.
- *True Art and Craft*: Juried – All items offered for sale must be hand-made, hand-created. Examples (photographs) of work must be included for “first time” Vendor contract to be approved. Returning Vendors do not need to submit examples.
 - Example: Paintings, jewelry, sculptures, home and fashion accessories, homemade jams / sauces

Booth Setup/Removal

Vendor will be permitted to begin assembling booth no earlier than 10:00 am Friday, August 21, 2015. No equipment or structure may be brought in any earlier. The booth must be finished and operational by 4:00 pm on Friday, August 21, 2015. Teardown on Sunday, August 23, 2015 cannot begin until 6:00 pm and must be completed by 11:59 pm. No vehicles are allowed on the grass while unloading or loading on festival grounds.

Booth Construction

- The Festival reserves the right to remove a booth from the festival if the booth is constructed in an unsafe manner.
- Vendors will confine their operations to the Booth and shall not tack or place advertising material or solicit business outside the Booth.
- Vendor shall display this contract in a prominent location of Booth at all times.
- In the event a trailer is used as a Booth it must within the booth space (including tongue).
- All food tents used must be fire retardant. If needed, the festival will provide a Vendor with a 10 x10 fire retardant tent for an additional \$200, please check the box on the Vendor contract and include with Vendor fees.
- All booths have a 10-foot height restriction.

Subleasing

Subleasing of all or any of the assigned Booth space by the Vendor is strictly prohibited. Vendor cannot permit another party to exhibit, promote in any manner, or take orders in the Booth for any services or items not described within this contract.

Sound Restrictions

The Festival reserves the right to monitor and regulate the level of sound from all Booths. After two (2) warnings about offensive sound, the Festival shall have the right to disconnect power from the Booth or request that the offending Vendor vacate the Booth.

Cleanup

Vendor's booth must be kept clean and all refuse deposited in containers provided. In the event that containers are full, Vendor is responsible for taking refuse to Dumpster provided.

Going Green – Recycling

Recycle the following items: Cardboard, Mixed Paper, Plastic Bottles, Aluminum Cans and Glass Bottles (requires a separate recycling container) Place all recyclable material in bins with the yellow lid. Due to space, we ask you to flatten the cardboard and stack it neatly by the recycling bin, not in it.

Access to Festival Grounds

Vendors shall have access to the Festival area only before and after the hours of operation. No vehicles are allowed on the grass while unloading or loading on festival grounds. All vehicles must be outside Festival boundaries one hour prior to Festival opening. Expect for Friday, August 21, 2015 set-up is to be completed no later than 4:00 pm. Police may limit access earlier if crowd conditions warrant. No parking permits are given to Vendors, but parking is available behind English Landing Center.

Cancellation

Vendor shall notify the Festival in writing of intent to cancel this contract no later than 4:30 PM on August 04, 2015 (received, not postmarked) in order to be eligible for a refund. A refund of 80% of the contract price shall be made only if booth is resold.

Electricity

Vendor must indicate on face of contract electrical power needed. Vendors requiring more than amount provided must pay at time of contracting. If Vendor uses more power than contracted for, Vendor shall forthwith reduce its power demand to contract limits.

Merchandise

At no time shall Vendor display for sale materials, which in the sole judgment of the Festival shall be deemed obscene, dangerous or unlawful. Expressly prohibited are items including, but not limited to, the following: drug paraphernalia, all knives, throwing stars and brass knuckles. Additionally, no Vendor shall be permitted to sell raffle tickets or to circulate petitions for signature through the crowd or to Vendors customers without prior festival approval. The Festival will notify Vendor of his violation of this provision and permit removal of said items from grounds. Failure of Vendor to do so will create forfeiture of his rights and privileges of this contract.

Refunds

No refunds will be offered in the event of rain, diminished crowd or low festival attendance, or in the event that Vendor is asked to leave the Festival due to a violation of the terms set forth in this contract. In the event of cancellation by the Vendor, a refund of 80% of the contract price shall be made only if cancellation is received (not postmarked) by 4:30 pm on August 04, 2015.

Other

Booths are to be manned and vending during all hours of operation. Vending may only take place from the operator's booth
Deadline to Submit Contracts: Monday, August 10, 2015.

No vehicles are allowed on the grass while unloading or loading on festival grounds.

Southern Platte Fire Protection District
8795 NW N Hwy, Kansas City, Missouri 64153
816-741-2900 Fax: 816-741-7292

FESTIVAL FIRE CODE REGULATIONS

Prior to the start of any festival or event or the operation/selling of any goods or wares all booths, tents, trailer and exhibit spaces shall have a fire inspection completed by the Southern Platte Fire Protection District.

ELECTRICAL:

- All extension cords shall be a min of 12 gauge and UL rated for outdoor and wet locations. No zip cords (small diameter cords for indoor residential use) with multi-plug outlets will be allowed. All cords shall be 3 prongs with a ground. Any Cord without a ground prong will not be accepted.
- All power strips shall be surge protected with a breaker reset and rated UL for outdoor and wet locations. Multi-cube blocks extension cords will not be allowed.
- All electrical wiring for lighting inside a tent and concessions shall be securely installed and located so as to not be physically damaged. All lamps shall be protected from accidental breakage by a suitable fixture or lamp holder with a guard. All lamps shall be UL rated for outdoor use and wet Locations. No animal heating lamps with metal shrouds will be allowed.
- Cord connections shall not be laid on the ground and shall be protected from the rain; Extension cords shall not be placed in the audience traffic paths or within areas accessible to the public.
- All power cords from portable trailers shall have the appropriate RV style plug for 30 amp or 50 amp connection. No make shift cords and reducers shall be allowed to connect to City power pedestals. All electrical connections to trailers shall meet the NEC 2005 edition, article 551- recreational vehicles and trailers.
- Each trailer will be inspected for electrical violations, such as open wires, covers on outlets. Exterior trailer lighting shall be UL rated for outdoor use; lighted signs shall also be UL outdoors rated.

GAS APPLIANCES:

- All propane bottles will be secured to a solid, (not able to be moved) fixture to prevent overturning.
- All hoses and regulators shall be standard and not modified.
- All shutoff wheels shall be on the tanks.
- Cooking and heating equipment shall not be located within 10 ft. of exits or combustible materials.
- Location of LP containers shall be outside the tent with the safety release valve pointed away from the tent, or canopy.
- LP containers shall have a minimum separation between the container and the structure not less than 10 feet.
- Tents where cooking is performed shall be separated from other tents, or canopies by a minimum of 20 feet.
- Outdoor cooking that produces sparks or grease-laden vapors shall not be performed within 20 feet from a tent, or canopy.

FIRE EXTINGUISHER:

A minimum of a 5 lb. ABC fire extinguisher shall be located in all trailers, tents or other canopy structures.
Fire extinguishers must be tagged with a current inspection tag by a certified fire extinguisher company.

FLAMMABLE AND COMBUSTIBLE LIQUIDS:

Flammable liquids, (gasoline) shall be stored in an approved manner not less than 50 feet from all tents, canopies and trailers.
Generators shall be separated from tents, canopies and trailers by a minimum of 20 feet, and shall be isolated from contact with the public by a fence, enclosure, or other approved means.

Dean Cull
Fire Marshal