

# Parkville 4<sup>th</sup> of July 2018 Celebration Vendor Contract

**Event Date: July 4<sup>th</sup>, 2018**

**Deadline to Submit Contract: June 22, 2018**

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: \_\_\_\_\_

## LIABILITY INSURANCE & INDEMNITY (See Rules & Regulations, page 3)

Vendor covenants that it will protect, defend, hold harmless and indemnify "the Festival", Parkville Community Development Corporation DBA Main Street Parkville Association, 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 with Additional Insured status in the amount of at least \$1 million dollars, along with completed application. 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.

\_\_\_\_\_ INITIAL FOR UNDERSTANDING OF LIABILITY INSURANCE AND LIABILITY INDEMNITY

\_\_\_\_\_ CHECK HERE FOR FESTIVAL INSURANCE: \$70.00 additional fee

## 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.

Booth space is a 10' x 10' area, if Vendor setup is larger than 10' x 10', an additional booth must be purchased.

	<b>BOOTH FEE</b>	<b>CHECK HERE</b>		<b>BOOTH FEE</b>	<b>CHECK HERE</b>
RETAIL	\$250.00	_____	MISCELLANEOUS		
COMMERCIAL	\$495.00	_____	Subject to approval		_____
FOOD			MSPA	Fee waived	_____
Major Specialty Food	\$400.00	_____	NOT-FOR PROFIT		
Minor Food	\$200.00	_____	Display	\$100.00	_____
GAME BOOTH	\$150.00	_____	Food & Drink	\$200.00	_____

## FOOD VENDORS

All food vendors MUST submit a food permit application to the Platte County Health Department.

## 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 \$250. CHECK HERE FOR 10x10 TENT RENTAL\_\_\_\_\_

**ALL VENDORS**

All Vendors are responsible for their own set-up, including lighting, tents, chairs and tables. Set-up should be completed by 5:00 pm on Tuesday, 7/3/18 for inspections. Streets will be blocked off on 7/4/18, starting at 9:30 a.m. for the 4<sup>th</sup> of July parade that ends in downtown Parkville. All Vendors are requested to remove all set-ups, including tents, starting after 10:00 pm on Wednesday, 7/4/18. All Vendor Contracts are subject to approval.

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

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**ELECTRICAL REQUEST**

Electrical Request - all electrical requests and fees must be submitted to Festival. 1500 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 (UL outdoor approved 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=volts x amps):

**Check One:**     \_\_\_\_\_ Provided power is sufficient.  
                  \_\_\_\_\_ Provided power is not sufficient. Total Wattage requirements are \_\_\_\_\_

Appliance	Watts	Appliance	Watts

***To be completed only if additional electric is needed.***

\_\_\_\_\_ Additional receptacle circuit – 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 (if additional space needed)	\$ _____ (fee x number of additional spaces)
Festival Insurance (\$70)	\$ _____
10 x 10 Tent Rental (\$250)	\$ _____
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: \_\_\_\_\_

Retails Sales Tax Number / State Issued: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Information \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mail completed contract (pages 1 & 2) including vendor fees & certificate of liability insurance, made payable to:  
Main Street Parkville Association · 104 Main Street, 2<sup>nd</sup> Floor · Parkville, Missouri 64152

**For Questions and Additional Information: Contact us at ParkvilleEvents@gmail.com or (816) 599-4810.**

# Parkville 4<sup>th</sup> of July Celebration 2018

## Rules and Regulations Binding Both Parties to the Contract

### **Festival Schedule**

Wednesday, July 4<sup>th</sup>, 2018      10:00 a.m. – 10:00 pm

*The Community Parade will end in downtown Parkville at approx. 11:00 am. Fireworks are scheduled for 9:30 pm.*

The Fun Time Shows Carnival will be open starting June 29, schedule is as follows:

Friday, June 29      Carnival 6:00 – 10:00 p.m.

Saturday, June 30 – Sunday, July 1      Carnival 12:00 p.m. – 10:00 p.m.

Monday, July 2 – Tuesday, July 3      Carnival 6:00 – 10:00 p.m.

Wednesday, July 4<sup>th</sup>, 2018      Carnival & Vendors 11:00 a.m. – 10:00 pm

***Note: We are accepting a limited number of vendors for June 29<sup>th</sup> – July 4<sup>th</sup> for an additional nominal fee. Please email [ParkvilleEvents@gmail.com](mailto:ParkvilleEvents@gmail.com) if you are interested in the 6 day vendor timeframe.***

### **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

### **Booth Setup/Removal**

Booth set-up can begin at 12:00 pm Tuesday, 7/3/18 and is to be completed by 5:00 pm on Tuesday, 7/3/18 for inspections. Streets will be blocked off on 7/4/18 starting at 9:30 a.m. for the 4<sup>th</sup> of July parade that ends in downtown Parkville. All Vendors are requested to remove all set-ups, including tents, starting after 10:00 pm on Wednesday, 7/4/18.

### **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”, Parkville Community Development Corporation DBA Main Street Parkville Association, 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 with Additional Insured status in the amount of at least \$1 million dollars, along with completed application. 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 4<sup>th</sup> of July Celebration

**Certificate Holder**

Parkville Community Development DBA Main Street Parkville Association  
104 Main Street  
Parkville, MO 64152

**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.

**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 10x10 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 fit 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 \$250, please check the box on the Vendor contract and include with Vendor fees.
- All booths have a 10-foot height restriction.

**Exhibit Categories / Fees**

Commercial - Retail and service displays. Example: Sunrooms, siding, window, etc.

Game Booth - Inflatables, dunk booth, spin the wheel

Major Food - Hot dogs, funnel cakes, ribs, BBQ sandwiches, hamburgers, corn on the cob, nachos, fried blooming onions, fried mushrooms or another Board approved major food item.

Minor Food - Beverage-only Vendors or another Board approved minor food item, including (shaved ice, fresh squeezed lemonade, kettle corn, ice cream)

Miscellaneous - Pricing subject to board approval.

MSPA – Historic Downtown Parkville Business Merchant and 2018 MSPA Member

Nonprofit 501©3 - An organization that does not operate to make a profit

**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.

### **Cancellation & Refunds**

Vendor shall notify the Festival in writing of intent to cancel this contract no later than 4:30 PM on June 25<sup>th</sup>, 2018 (received, not postmarked) 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 weapons. 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 June 25, 2018.

### **Other**

Booths are to be manned and vended during all hours of operation.

- Vending may only take place from the operator's booth.
- Vendors will not solicit festival patrons beyond 2 ft. of their booth perimeter.

## **Platte County Health Department Instructions for Food Vendors**

1. Fill out the top portion of the Temporary Food Permit & Application and return it to the Platte County Health Department at 3 weeks before the festival.
2. Pay a \$25 fee - via debit/credit card over the phone, 816-858-2412 or mail checks. Checks should be made payable to the Platte County Health Department. Our mailing address is the following: 212 Marshall Road, Platte City, MO 64079
3. If doing any preparations offsite at a licensed commissary, complete the Commissary Agreement and return it to the Platte County Health Department. If the commissary is outside the jurisdiction of the Platte County Health Department (i.e. in Kansas City, Independence, Clay County, etc.), provide a copy of the commissary's current health permit and most recent inspection to the Platte County Health Department.

Please see the attached Guidelines for Temporary Food Stand and Temporary Food Service Checklist for additional information. Food vendors should email completed forms to [denise.wilson@plattehealth.com](mailto:denise.wilson@plattehealth.com). Visit the Platte County Health Department website for further information or call 816-858-2412 if any questions or concerns.

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