



**SANTACALIGON® DAYS FESTIVAL**  
**August 30<sup>th</sup> – September 2<sup>nd</sup>, 2019**  
**EXHIBITOR CONTRACT**

**PLEASE READ ENTIRE CONTRACT BEFORE COMPLETING. Incomplete contracts will not be accepted for processing. When your contract is approved your booth assignment will be sent to you via email. The Chamber reserves the right to assign booth spaces. Fees will not be refunded after May 1, 2019.**

**THIS AGREEMENT is made and entered into by and between the Independence Chamber of Commerce (the “Chamber”) and**

Organization (the “Vendor”) \_\_\_\_\_ Contact person \_\_\_\_\_

Address \_\_\_\_\_ Phone number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Missouri Sales Tax ID number (required for all vendors) \_\_\_\_\_ Vehicle/Trailer license \_\_\_\_\_

Email address: \_\_\_\_\_ Cell Phone: (for use during the festival) \_\_\_\_\_

**VENDOR TYPE AND BOOTH FEE:** (See section 1 for definitions) **All booth spaces accommodate a 10’ X 10’ tent - You must furnish your own tent or we can offer contacts for rental.**

- |  |  |
|--|--|
| <input type="checkbox"/> Commercial Vendor \$1,000 (plus 10% after June 1, 2019)                 | <input type="checkbox"/> Commercial with 2-sided sales add \$250                           |
| <input type="checkbox"/> Arts & Crafts Handcrafted by Vendor \$450 (plus 10% after June 1, 2019) | <input type="checkbox"/> Arts & Crafts with 2-sided sales add \$100                        |
| <input type="checkbox"/> Tent 1,2,3 additional fee \$130 (when available)                        | <input type="checkbox"/> Farmer’s Market Premier-location enclosed add \$185               |
| <input type="checkbox"/> Farmer’s Market Open Air fee \$100                                      | <input type="checkbox"/> Non-profit Vendor \$500 (by approval only/ <i>limited space</i> ) |
| <input type="checkbox"/> Check here if serving or sampling food                                  |  |
| <input type="checkbox"/> Vendor website link on SCG website \$25                                 |  |

Total number of booths \_\_\_\_\_ Website Address: \_\_\_\_\_

**INSURANCE: (select one) Vendor will provide Certificate of Insurance or fee by July 3, 2019.**

- ☐ Vendor will provide required evidence of insurance.
- ☐ Vendor elects to pay liability insurance coverage fee of \$150 (or \$150 per location for booths not adjacent).

**ELECTRIC: All vendors must submit electrical requirements with contract** (See attached electrical form, page 2).

Non-food vendor (100 Watts allocated)

Approved Food vendor (500 Watts allocated)

**Electrical service requirements must be communicated to the festival coordinator by July 3, 2019. Additional fees will apply for electrical service over allocated wattage.**

**LIST ALL ITEMS FOR DISPLAY OR SALE** \_\_\_\_\_

**PRODUCT CATEGORY;** (for quick search on SCG website) \_\_\_\_\_

**Print name** \_\_\_\_\_ **Vendor signature** \_\_\_\_\_ **Date** \_\_\_\_\_



SantaCaliGon® Days Festival  
August 30<sup>th</sup> - September 2<sup>nd</sup>, 2019  
Electrical Requirements for Vendors

Organization \_\_\_\_\_

Contact Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone (Home/Work) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email \_\_\_\_\_

**Submit with SantaCaliGon Vendor Contract**

**Electrical Request – Requests for electric service and fees must be submitted with a completed SantaCaliGon vendor contract.** Commercial Food vendors are provided 500 watts and all other vendors are provided 100 watts of service. The cost of extra electrical service will be determined by the SCG electrician. Vendors must list each individual appliance, piece of equipment, light, device, or technology that will require electrical service, with wattage for each connected item. Inspection during the event may result in additional charges for appliances not initially reported. **Approved GFCI extension cords of no less than 3 feet nor more than 50' are required. Generators producing electricity are not allowed in the festival area.** Vendor will be held responsible for any damage caused by faulty equipment.

If additional service by the SCG electrician is required, request must be communicated to the festival organizers via email [SCGassist@ichamber.biz](mailto:SCGassist@ichamber.biz) by July 3, 2019. Additional fees may apply.

**PLEASE LIST ALL APPLIANCES TO BE USED, AND WATTAGE REQUIREMENTS FOR EACH:**

| Appliance                           | Watts/Amps  |
|-------------------------------------|---|
| <b>Example: lamp</b> _____          | <b>Example: 2-50 watt bulbs = 100 Watts</b> _____ |
| _____                               | _____   |
| _____                               | _____   |
| _____                               | _____   |
| _____                               | _____   |
| Voltage requirements? (Eg: 120/240) | 120 _____ 240 _____                               |
| Unique electrical plug required?    | Yes _____ No _____                                |
| Direct tie-in to electrical panel?  | Yes _____ No _____                                |

**Vendor will be charged for electric service beyond amount requested in registration.**

**Total Wattage Requirements** \_\_\_\_\_

**Vendor Signature** \_\_\_\_\_



## AGREEMENT BINDING BOTH PARTIES

### 1) DESCRIPTIONS APPLY TO THE SANTACALIGON DAYS FESTIVAL AND MAY NOT BE SIMILAR TO OTHER EVENTS.

#### DESCRIPTIONS (*Vendor classification and approval is at the sole discretion of The Chamber*)

**Commercial Vendor** – Organization or person contracting with the Chamber to sell or display commercial products or services (includes small businesses, buy/sell vendors, those who assemble purchased components, and food vendors, without non-profit status).

**Arts and Crafts Vendor** – Artist contracting with the Chamber to sell products hand made by that vendor (does not include vendors who sell in bulk or sell products made by others).

**Non-profit Vendor** – Legally formed, state of Missouri 501C3 organization providing charitable services contracting with the Chamber in order to raise funding to provide Independence community support exclusively (*limited availability*). Non-profit vendors may be admitted at commercial rate.

### 2) FESTIVAL SCHEDULE

A) **Dates and time** – The Festival hours of operation will be Friday, August 30, 2019, from 12:00 pm to 11:00 pm CST; Saturday, August 31, 2019, from 10:00 am to 11:00 pm CST; Sunday, September 1, 2019, from 10:00 am to 11:00 pm CST; and Monday, September 2, 2019, 10:00 am to 5:00 pm CST. Check-in at festival office begins at 12:00 noon CST on Thursday, August 29, 2019. Set-up may begin at CST 6:00 pm on that same day. **For complete set-up times and dates, please see section 3 E. All booth holders must be ready for inspections at CST 8:00 am on Friday, August 30, 2019.**

B) **Operation of booths** - Arts and Crafts Vendors will be permitted to close at 10:00 pm on Friday, August 30, 2019, Saturday, August 31, 2019, Sunday, September 1, 2019, and 5:00 pm CST on Monday, September 2, 2019 (In the event an Arts and Crafts Vendor sells out of product they shall nonetheless keep the booth open for display and solicitation of orders until the close of the Festival). All street Vendors shall keep their booths open during all hours of operation.

C) **Contingency** – This contract is expressly contingent upon the Chamber's ability to obtain an acceptable contract with the City of Independence for production of the Festival in and around the historic Independence Square. In the event this contingency provision is triggered, this contract shall not be deemed accepted, and any fees paid herewith shall be returned to the Vendor.

D) **Inclement weather** – The Festival is an outdoor event and subject to weather and climate issues. City officials may deem closing the festival if warranted due to weather conditions. No refunds are offered due to weather conditions during the event.

E) **Early renewal** – Registration for the 2020 Festival will be accepted from 2018 vendors during the 2018 SCG Festival. 2018 general pricing is guaranteed through Monday, September 3, 2018 at 5:00 pm CST. Completed contracts and fees must be received by the Chamber prior by Monday, September 3, 2018.

### 3) BOOTH SPACES

A) **Assignment** – All booths will be assigned following receipt of COMPLETED vendor contract, copy of Missouri State Sales Tax ID, proof of insurance, and all fees (for booth, electrical service, and insurance when required). Requests for specific locations are considered; however, we cannot guarantee availability or placement. Corner spaces may not be reserved.

B) **Construction** – The Chamber reserves the right to remove a booth from the Festival if the booth is constructed in an unsafe or dangerous manner as determined by the Chamber, or local officials. In the event that a trailer is used as a booth it must fit including the tongue, within the assigned booth space. Motor homes of any kind may not be used or parked in a booth space. All tents must be fire retardant and properly weighted – no stakes in pavement are permitted. No part of the booth may be over 15 feet above the paved surface on which the booth is placed.

C) **Fire Extinguisher** – **A minimum of a 2A10BC fire extinguisher is required in every booth with an inspection tag showing that it has been inspected within the last 12 months.** Food vendors cooking with grease or oil must also have a class "K" extinguisher.

D) **Use** – Vendor shall confine operations to the designated area of the booth. Assigned booth spaces are only to be used by the contracted Vendor and only to sell, display, or distribute items listed on this contract. Vendor shall not permit any third party to promote an event, activity or sell product. **Due to safety issues, no product, supplies, or equipment of any kind may be stored outside of leased booth space at any time, including additional tents, furniture etc.**

E) **Setup/Removal** – Vendor shall not be permitted to begin the setup of their booth prior to 6:00 pm CST on Thursday, August 29, 2019. **NO EQUIPMENT, MERCHANDISE, FIXTURES, OR BOOTH CONSTRUCTION MATERIALS CAN BE BROUGHT INTO THE DESIGNATED FESTIVAL AREA PRIOR TO THAT TIME.** Vendor must have their booth set-up completed and vehicles removed no later than 8:00 am CST on Friday, August 30, 2019. **Breakdown / removal of booths will not begin until 5:00 pm CST on Monday, September 2, 2019 and must be completed no later than 9:00 pm CST on the same date.** No early dismantling of booths or removal of inventory or sales items may occur prior to 5:00 pm CST on Monday, September 2, 2019.

F) **Access during Festival** – Each Vendor shall be provided with one vehicular tag to allow entry along a designated route into the Festival area not later than two hours before and not earlier than one hour after the hours of operation. **At no time during the hours of operation of the Festival will vehicles be permitted in the Festival area.** Vehicles left in the Festival area during the hours of operation are subject to immediate towing and/or impoundment at owner's expense.

G) **Maintenance and cleanup** – Vendor is solely responsible for maintaining their booth space plus the areas with 10 feet in any direction of its outward edge except where there may be situated another booth space, keeping the area free of trash and garbage. All trash, waste water and grease must be deposited at regular intervals into the collection containers provided in the Festival area. All food booths cooking with oil or grease must provide a secure felt ground cover for their entire booth area to prevent greasy stains on sidewalks or pavement. Upon the removal of a booth the same area must be clean and free of any trash, garbage, waste water, grease and any booth construction material. **The Chamber reserves the right to charge \$200 cleaning fee if your leased area requires it.**

H) **Subleasing** – Subleasing of all or any part of the booth space is strictly prohibited.

#### 4) INSURANCE

**Each Vendor must be covered by liability insurance during the Festival and set-up times.** Vendor may choose to provide a certificate of insurance or pay a liability insurance user fee.

A) **Proof of insurance** – Evidence of insurance must be submitted to the Chamber no later than **August 3, 2019**, and shall consist of;

B) **A certificate of insurance listing both the Independence Chamber of Commerce and the City of Independence as additional insured**

C) **General liability coverage limit of no less than \$1,000,000 and Coverage period from August 29, 2019 through September 2, 2019.**

**Please note name of organization or vendor on every document.** Vendor agrees to notify the Chamber of any changes in the policy or coverage prior to the festival.

B) **User fee** – In the event the Vendor elects not to provide evidence of insurance coverage, Vendor shall pay the Chamber a liability insurance user fee of \$150 to be paid by **August 4, 2019**. If Vendor has multiple booth spaces and they do not adjoin the Vendor shall pay a liability insurance user fee of \$150 **per location**.

#### 5) ELECTRICAL

A) **Usage** – Electrical service to the Festival area is limited and each Vendor must accurately specify its electrical needs (This can be found on page 2 of this contract). The failure to do so may limit the electrical service available for the operation of the booth. Refer to electric fees on vendor contract. Payment for equipment or usage beyond initial request will be charged on the spot when identified.

B) **Code requirements** – Each Vendor must connect each individual appliance, equipment, light, device or technology requiring electrical service using approved **GFI extension cords** of not less than 3 feet nor more than 50 feet. **Generators producing electricity are not allowed in the Festival area.**

#### 6) VENDORS

A) **Applications** – Applicants must submit a completed contract, all fees, electrical form, and three-color copies/pictures of product. **No refund of any fees will be offered after Monday, May 1, 2019.**

B) **Acceptance** – Applications will be judged based upon product and quality of merchandise. Any photos must be identified with name and medium represented and will not be returned. Vendor will be notified within 30 days of receipt of application of acceptance or rejection.

## 7) RESTRICTIONS AND REQUIREMENTS

A) **Generally** – Each Vendor shall comply with the restrictions and requirements of this contract in addition to complying with any and all statutes and ordinance of the state of Missouri, County of Jackson and the City of Independence.

B) **Food Sales** – Vendors selling or sampling food and/or beverage products shall be required to obtain a food permit from the City of Independence Health Department (816) 325-7803. There is a \$50 fee assessed by the city for this permit. Every food booth that produces grease laden vapors is required to have a “K” Class fire extinguisher in addition to the required 2A10BC.

C) **Sales Tax** – You (vendor) are responsible for registering your small business with the IRS and collecting sales tax (if applicable) for items you’re selling. **You must pay income tax on all items sold and pay taxes to the state of Missouri where the SantaCaliGon Days Festival is held.** We recommend that you contact the Missouri Department of Revenue at (573) 751-5860 (option #5, then #1) or the IRS with any questions at (800) 829-4933. Vendor shall be current in all sales tax obligations to the State of Missouri and the City of Independence.

D) **Sound** – Any Vendor notified by the Chamber to discontinue or alter a sound being generated in or from a booth space shall immediately comply, or risk removal from festival.

E) **Exclusive product rights** – Exclusives have been granted to some companies and Vendors. The Chamber shall advise the Vendor of these rights and Vendor shall be required to honor said exclusives. All soft drinks and ice sold by Vendors shall be purchased from companies the Chamber has contracted with to provide the same. Vendor will not be permitted to display the name, logo or slogan of any company whose products competes in the market with any exclusive products. Vendors selling food, subject to the exclusive rights granted by the Chamber, will be permitted to identify the name of the product they are selling by the placement of a sign at the booth. No other identification of the product will be permitted including, but not limited to, the use of cups, napkins, plate or printed material. **Vendors shall not be permitted to give out bottled water.**

F) **Trademark** – SantaCaliGon Days Festival is a registered trademark and may not be used commercially in whole or in part, without the express written permission of the Chamber.

G) **Merchandise** – Vendor may not display or offer for sale an item that in the sole judgment of the Chamber is obscene, dangerous or unlawful. Items expressly prohibited include drug paraphernalia, knives, throwing stars, guns, toy guns, water guns, brass knuckles, other weapons and raffle tickets.

H) **Pets** – No pets or animal of any kind, except registered service animals, will be allowed in the Festival area during the hours of operation.

I) **Remedy** – Upon the failure of any Vendor to comply with these restrictions and requirements this contract will be canceled, the Vendor will be required to leave the Festival area and all fees will be forfeited. The Chamber reserves the right to interpret the restrictions and requirements of the Festival and, in its sole judgment, determine whether a Vendor is in compliance.

J) **The SantaCaliGon Days Festival is a smoke-free event.**

## 8) INDEMNITY AND RELEASE

Vendor covenants that it will protect, defend, hold harmless, and indemnify the Chamber and the City of Independence, their respective officers, directors, officials, agents, employees and volunteers for and against any and all expenses, claims, actions, liabilities, attorney’s fees, damages and losses of any kind, actually or allegedly resulting from or connected with the participation of Vendor in the Festival. Vendor further acknowledges that the Chamber and the City of Independence will not be liable for any loss or damage to any merchandise, product or personal property in or about the Vendor’s booth, regardless of the cause of circumstances of such loss or damage.

**I, (Vendor) have read and agree to terms and conditions outlined in this agreement.**

Print name \_\_\_\_\_

Vendor signature \_\_\_\_\_

Date \_\_\_\_\_

Phone contact \_\_\_\_\_

Email contact \_\_\_\_\_

