

# 2019

# *Vendor Application*



The event will be held at the former St. Clair Airport on over 1/2 mile of runway. An amazing location right off of Interstate 44, we look forward to having you as a vendor & the event being a success.

## **Event Highlights**

**Saturday, June 29**

**Various Vendors 7:00 am to dark**

**REGISTRATION DEADLINE 4:00 P.M. June 14th, 2019**

**For more information contact: Dana  
Collins-Messex or Megan Francis**

**[office2@stclairmo.us](mailto:office2@stclairmo.us)**

**636.629.0333 office**

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

## **CITY OF ST. CLAIR SPECIAL EVENT VENDOR RULES**

**Return a copy with your initials next to each "X" identifying that you have read/understand the corresponding information. Please keep a copy for your records.**

### **A. APPLICATION PROCESS**

**X** \_\_\_\_\_ **VENDOR SPACE:** The City will assign vendor spaces based on booth requirements and layout; keeping the best interest of the event in mind at all times. There are absolutely **NO Electric spaces**. The City of St. Clair will assign space locations 1 week prior to the event and a confirmation will be emailed or sent by mail with space number, load in information, event details and so on. However these details are subject to change.

**DEADLINES:** Applications must be fully completed, signed by vendor and include all the appropriate fees. Applications submitted that are incomplete, unsigned or without the appropriate fees will be immediately returned to the vendor.

**X** \_\_\_\_\_ **APPROVAL:** Applications will be approved/denied based on event needs, space availability and/or amount of duplicated products. The submittal of an application does not guarantee vendor acceptance into any event. All decisions are at the City's discretion. The City has a right to deny or cancel any vendor that does not follow the professional expectations and guidelines of the City. The CITY DOES NOT GUARANTEE EXCLUSIVITY for vendors on particular items.

**NOTIFICATION:** Upon approval of the application, the City will send an email notification to the vendor at least 30 calendar days prior to the event date, but not later than 14 calendar days prior to the event date. You may also e-mail [office2@stclairmo.us](mailto:office2@stclairmo.us) to receive a general response.

**DENIAL:** Upon denial of an application, the City will mail the monies back.

**X** \_\_\_\_\_ **REFUNDS/CANCELLATIONS:** There are no refunds. Approved vendors that cancel or are a "no show" will forfeit their applications fee(s) and all future events for that year. The City is not obligated to refund fees due to weather as the event is Rain or Shine.

**APPLICATIONS:** Vendor fees and spaces are non-transferable. Vendors who sign the application are responsible for the booth. No one will be permitted to sign up or pay for anyone other than themselves. Vendors interested in sharing a booth with another vendor must get pre-approval.

### **B. GENERAL RULES**

**BOOTH SPACE:** Each individual outdoor space is 20' x 20'. Vendors requiring more space must purchase additional spaces.

**X** \_\_\_\_\_ **BOOTH REQUIREMENTS:** All vendors must provide their own canopies, tables, chairs and dollies, non-electrical lighting and other operational equipment.

**BOOTH RELOCATION:** All vendors must utilize their assigned spaces. Trading/relocating assigned booth spaces is not allowed!

**SET-UP DIRECTIONS:** Prior to the event, Vendors will receive a letter or email detailing set-up instructions. All vendors must be set up & all vehicles removed from the event area no later than 30 minutes prior to the event starting.

**TAKE-DOWN DIRECTIONS:** Vendors will be allowed to begin take-down at **5:00 PM**. **Early take down is not allowed**. ALL VENDOR TRASH MUST BE TAKEN TO THE DUMPSTER. Any trash left on the ground may result in cancellation of future participation. Any items left will be thrown away.

**PARKING:** Vendors should be able to park one vehicle behind their specified booth location. Vehicles parked in unauthorized areas are subject to being towed.

**ACCOMODATIONS:** The City will not allow overnight camping or RV camping at the location, but there are two hotels in the City Limits that you could possibly book for accommodations.

**SALES TAX:** All vendors will comply with Missouri Department of Revenue tax collection rules <http://www.dort.mo.gov/tax/business/sales/taxcards/> for tax information and appropriate forms. The City is not responsible for tax collection.

**ALCOHOLIC BEVERAGES:** No alcohol may be sold or consumed by any vendor on City property without prior approval.

**INVENTORY LIST:** All vendors are limited to sell only those approved items listed on their application. The City reserves the right to deny the sale of any items it deems unacceptable or inappropriate. No selling of replicated licensed merchandise like CD's or DVD's permitted.

**INSPECTION:** Event Management reserves the right to inspect any vendor's booth space at anytime to enforce all rules & regulations.

**MERCHANDISING:** Event Management must approve all relevant merchandising vendors for each event to confirm/approve their items for sale. The City does not allow solicitation, strolling sales or anything of the like without approval.

### **C. FOOD VENDOR RULES ONLY:**

**X** \_\_\_\_\_ **ELECTRICITY/WATER:** There is no water or Electric at the location of this event.

**ENVIRONMENTAL REQUIREMENTS:** Food vendors may not sell/dispense any products in glass containers. All food waste must be disposed of properly. ALL VENDOR TRASH MUST BE TAKEN TO THE DUMPSTER. Any trash left on the ground may result in cancellation of future participation.

**RECYCLING:** The City encourages the use of recycling. The City prefers the use of plastic or paper products.

**X** \_\_\_\_\_ **COUNTY REQUIREMENTS:** Food vendors must follow all the rules set forth in the Guidelines for Temporary Events produced by the Franklin County Health Department. For a copy of the guidelines, please contact the Franklin County Health Department at 636-583-7300; the office is located at 414 E Main St. in Union, Missouri. The inspectors will come out to the event to inspect all food vendors. Permits will NOT be issued on site. ALL FOOD MUST BE PREPARED AND COOKED TO MEET HEALTH DEPARTMENT GUIDELINES. Responsibility to meet all of these requirements is the sole responsibility of the food vendors. Failure to meet these guidelines will lead to removal from the event with no refund.

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

***Rummage on the Runway***

<p align="center"><b><u>Food Vendor</u></b></p> <ul style="list-style-type: none"> <li>• Health Permit Required, refer to Vendor Rules for additional information</li> <li>• No tables or chairs provided</li> <li>• Water hookups NOT available.</li> <li>• No electric provided</li> <li>• We will attempt to limit the number of same items being sold.</li> <li>• Must remain in assigned vendor booth space, no roaming / strolling sales.</li> </ul> <p align="center"><i>All space is 20'x20' Multiple spaces may be purchased</i></p>	<p align="center"><b><u>Vendor Booth</u></b></p> <ul style="list-style-type: none"> <li>• All booths located outdoors</li> <li>• No tables or chairs provided</li> <li>• The following items may NOT be displayed or sold: live animals.</li> <li>• Must remain in assigned vendor booth space, no roaming / strolling sales.</li> </ul> <p align="center"><i>All space is 20'x20' Multiple spaces may be purchased</i></p>	<p align="center"><b><u>Merchandise, Direct Selling Association (DSA), and Commercial Booths</u></b></p> <ul style="list-style-type: none"> <li>• No tables or chairs provided</li> <li>• Must remain in assigned vendor booth space, no roaming / strolling sales.</li> <li>• May be multiple booths with same direct sale/ commercial items.</li> </ul> <p align="center"><i>All space is 20'x20' Multiple spaces may be purchased</i></p>
<p><u>Please circle fees that apply</u></p> <p><b>Payments Received before 06/07:</b> 20x20 Spot Non-Food Vendor \$30.00 20x20 Spot Food Vendor \$50.00</p> <p><b>Payments Received after 06/07 but before closing date 06/14:</b> 20x20 Spot Non-Food Vendor \$60.00 20x20 Spot Food Vendor \$100.00</p> <p align="right">TOTAL DUE \$ _____</p>	<p><u>Please circle fees that apply</u></p> <p><b>Payments Received before 06/07:</b> 20x20 Spot Non-Food Vendor \$30.00 20x20 Spot Food Vendor \$50.00</p> <p><b>Payments Received after 06/07 but before closing date 06/14:</b> 20x20 Spot Non-Food Vendor \$60.00 20x20 Spot Food Vendor \$100.00</p> <p align="right">TOTAL DUE \$ _____</p>	<p><u>Please circle fees that apply</u></p> <p><b>Payments Received before 06/07:</b> 20x20 Spot Non-Food Vendor \$30.00 20x20 Spot Food Vendor \$50.00</p> <p><b>Payments Received after 06/07 but before closing date 06/14:</b> 20x20 Spot Non-Food Vendor \$60.00 20x20 Spot Food Vendor \$100.00</p> <p align="right">TOTAL DUE \$ _____</p>

***Registration deadline 4:00 p.m. Friday, June 14th, 2019***

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

(PLEASE PRINT)

Address: \_\_\_\_\_ City/ST/Zip: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Phone: Daytime (\_\_\_\_) \_\_\_\_\_ Night (\_\_\_\_) \_\_\_\_\_ Fax(\_\_\_\_) \_\_\_\_\_

E-Mail\*: \_\_\_\_\_

**\*\*Must provide email address to be notified of application availability for future events!**

LIST ALL ITEMS TO BE SOLD AND SUBMIT PHOTOS IF YOU HAVE NOT PARTICIPATED IN EVENT PREVIOUSLY, ITEMS NOT LISTED WILL NOT BE PERMITTED TO BE SOLD (attach additional sheets if needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Booth Description (select one):  Renting Canopy  Bringing own Canopy  Self-Contained Trailer size  
\_\_\_\_ FT x \_\_\_\_ FT

**No water or electric at the event location.**

INDEMNIFICATION, RELEASE AND INSURANCE

Vendor Status: The parties hereby acknowledge and agree that Vendor has sought to use, for a limited time period during a City Event, a portion of premises operated by the City for Vendor's own private purposes. Vendor shall not be considered as an employee or representative of the City of St. Clair.

Vendor hereby represents and warrants to the City that, if Vendor is required to carry Workman's Compensation Insurance by applicable law, then Vendor has procured and maintained Workman's Compensation Insurance covering Vendor and Vendor's employees as required by applicable law.

Acknowledgement of Consideration Received by Vendor: Vendor hereby acknowledges that the ability to participate in City's Event and showcase Vendor's goods or services in a booth or canopy space at the Event provides Vendor with valuable exposure and a marketing opportunity to a large number of people. Vendor hereby acknowledges the sufficiency of that consideration in exchange for Vendor's release and indemnification obligations.

Release: The parties agree that the City is not liable for personal injury or for damage to or loss of personal property in or about the premises of the event including the portion of the premises used by Vendor, regardless of the cause of such injury, loss or damage.

In exchange for valuable consideration received by Vendor, the sufficiency of which is acknowledged by Vendor above, Vendor does, on behalf of Vendor and Vendor's employees and representatives, hereby release, relinquish and discharge all actions, claims, demands and liability whatsoever against the City of St. Clair, St. Clair IDA & St. Clair Downtown District Inc., its officials, agents, volunteers, and employees, arising out of or happening in connection with Vendor's participation in and presence at the Event or use or occupancy of the premises. The Vendor agrees that this is a full and final release of all claims and shall apply to all anticipated and unanticipated injuries and damages resulting from Vendor's participation, use and occupancy described in this agreement.

FURTHERMORE, VENDOR AGREES TO RELEASE, EXONERATE AND HOLD HARMLESS THE CITY OF ST. CLAIR, ST. CLAIR IDA, & ST. CLAIR DOWNTOWN DISTRICT INC, ITS OFFICIALS, AGENTS, VOLUNTEERS, AND EMPLOYEES, FROM ANY AND LIABILITY EVEN THOUGH THE CLAIM, OR LOSS OR CASUALTY IS ATTRIBUTABLE TO THE NEGLIGENCE OF THE CITY OF ST. CLAIR, ST. CLAIR IDA, & ST. CLAIR DOWNTOWN DISTRICT INC, ITS OFFICIALS, AGENTS, VOLUNTEERS, OR EMPLOYEES.

Indemnification: The Vendor shall indemnify, protect and hold harmless City, St. Clair IDA, & St. Clair Downtown District Inc, from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property and injury to or death of persons including the officers, agents, volunteers, and employees of parties herein, including payment under any workmen's compensation law or under any plan for employee's disability or death benefit which may arise out of or be caused in whole or in part by the fault, failure, negligence or alleged negligence of the Vendor, its agents, servants or employees.

I also agree to grant full permission for the use of my name, photo, video or recording for publicity or promotional purposes without obligation or liability to me, my staff or my family.

I have read and understand the above INDEMNIFICATION, RELEASE AND INSURANCE. Your signature below represents your understanding of this policy.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*For payment by credit card contact 636-629-0333 ext 300 or 301

\*Make Checks Payable to City of St. Clair

\*No Application will be accepted after 06/14 deadline

\*No refunds will be issued. Event is Rain or Shine.