



43rd Annual Liberty Fall Festival

VENDOR APPLICATION/CONTRACT

September 27, 28, & 29 2019



Friday 11 am - 9 pm Saturday 9 am - 9 pm Sunday 12 pm - 4 pm

LibertyFallFest.com 816-781-5200 Info@libertyfallfest.com

Booth Area Preference: Please check one.		3 Day (Fri, Sat, Sun)	2 Day (Fri & Sat)
Food Vendors		Non-Profit Food Vendors	
Commercial Food Booth	_____ x \$500 _____	Non-Profit Food Booth	_____ x \$200 _____
	Total _____		Total _____
Craft/Non-Profit Vendors		Commercial/Political Vendors	
Craft/Non-Profit	_____ x \$150 _____	Chamber Member	_____ x \$200 _____
	Total _____	Non-Member:	_____ x \$450 _____
			Total _____
Electricity Available:			
1 Hook-up/220 service (Limited)	\$175 _____	1 Hook-up/20 amp	\$100 _____
2 Hook-ups/20 amp svc. (Food)	\$150 _____		
		Total	_____

CONTRACT AGREEMENT (PLEASE PRINT CLEARLY)

This is an application for vendor space at the 43rd Annual Liberty Fall Festival, Sept. 27-29, 2019. Please read the front and back of this contract completely before returning it to the Liberty Area Chamber of Commerce at 1170 W Kansas St, Ste H, Liberty, MO 64068. Incomplete applications or those submitted without appropriate vendor fees, or proof of liability insurance will not be accepted for processing. **2018 Vendors In Good Standing may submit their applications beginning March 1, 2019. New applications & commercial applications from outside of Clay County will be reviewed beginning March 15, 2019.** Upon approval an email with the tentative booth space information will be sent. If an application is declined, all submitted information will be returned via USPS to the contact person listed below. The Chamber reserves the right to assign spaces and alter map layouts as deemed necessary.

I agree to adhere to the specifications set forth in this agreement. This agreement is made and entered into by and between the Liberty Area Chamber of Commerce and the Vendor listed below:

Vendor Business Name		Contact Person		E-mail Address	
_____		_____		_____	
Street/PO Box	City	State	Zip	County	
_____	_____	_____	_____	_____	
Home/Work Phone	Contact Phone (during event)			Company Website	
_____	_____			_____	

I, the undersigned authorized agent, dutifully swear that I have thoroughly read the rules, regulations and definitions on and agree to comply by entering my name below.

Signature

Date

Total Booth Fee	\$ _____	PAYMENT METHOD:
Food Vendor Deposit \$100 (if applicable)	\$ _____	
Total Electrical Fee	\$ _____	
Insurance Fee \$75 (if applicable)	\$ _____	
Late Fee \$50 (after 7/31/19)	\$ _____	
Credit Card Surcharge Fee \$3	\$ _____	
TOTAL ENCLOSED:	\$ _____	
FOOD VENDER DEPOSIT MUST BE PAID SEPARATELY (Check or Cash Only)		Check _____ Money Order _____ Cash _____
		Credit Card: MC _____ Visa _____ Amex _____ Discover _____
		Card# _____
		Exp. Date ____ / ____ Security Code: _____
		Billing Zip Code: _____
		Make checks payable to: Liberty Area Chamber of Commerce A \$30 fee will be charged for ALL returned checks.

OFFICE USE ONLY

Date Rec'd _____ By _____ Tentative Booth(s) _____ Ins Rec'd _____ Deposit Rec'd _____ Pmt Rec'd _____

1) DEFINITIONS

- a) **FESTIVAL:** The Liberty Fall Festival
- b) **CHAMBER:** The Liberty Chamber of Commerce, the sponsoring organization of the festival.
- c) **VENDOR(S):** The organization, person, or entity contracting with the Chamber 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 and all statutes and ordinances of the State of Missouri, County of Clay, and City of Liberty pertinent to the **VENDORS** participation in the festival, including, but not limited to, statutes and maintenance, and fire safety. The **CHAMBER** 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 add'l fee to be included under the **FESTIVAL** policy. All certificates must list The Liberty Area Chamber of Commerce as an add'l insured. **INSURANCE IS A SPECTATOR LIABILITY COVERAGE, NOT PROPERTY COVERAGE.** The **CHAMBER** and City of Liberty 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 Liberty. Appropriate tax information will be provided to each **VENDOR** during check-in.

5) RETURNED CHECKS AS UPAD.

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

6) FOOD VENDORS

\$100 deposit is required at the time of application, in a separate form of payment (Check or Cash only). Any grease, charcoal or trash not disposed of properly will result in the deposit not being returned and jeopardize **VENDORS** participation in future **FESTIVALS**. **ALL FOOD VENDOR APPLICATIONS MUST INCLUDE A COMPLETE MENU.** Food permits are required from the Clay County Health Dept., 800 Haines Dr., Liberty, MO 64068. 816-595-4350. Food permits must be displayed at all times. **PERMITS MUST BE OBTAINED BY AUGUST 28, 2019.**

7) COMMERCIAL/POLITICAL VENDORS

DS, jewelry, clothing, household items, siding OR solicitation of business services, such who wish to promote their business or political party/candidate. The **FESTIVAL** will only allow two booths that advertise/sell the same products brand/line, such as: Mary Kay, Discovery Toys, Avon, etc. If your company only allows for ONE representative per venue, you must notify us in writing.

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 501C(3) tax-exempt letter. **THIS MUST ACCOMPANY ALL APPLICATIONS.**

10) APPLICATION PROCESS

2018 VENDORS IN GOOD STANDING applications will be accepted beginning 3/1/19. **New vendors and commercial vendors outside of Clay County will be reviewed beginning 3/15/19.** 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 your tentative booth space information. However, if your application is not declined, your application and payment will be returned to you. The **CHAMBER** 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, butterfly knives, all knives, throwing stars, guns and brass knuckles. The **CHAMBER** will notify **VENDOR** of violation of this provision and permit removal of said items from the grounds.

12) ELECTRICITY

All access to electricity must be purchased at the time the application is submitted. Electricity access is limited, all 20 amp service must use low voltage LED lighting systems. If during the **FESTIVAL** a **VENDOR** uses more power than contracted for, the **VENDOR** is at risk of losing access to electricity with no refund of fee. Generators are not allowed except through special permission of the **CHAMBER**. 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 – Booths 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. The **CHAMBER** 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 setup begins at 7 a.m. on Fri., Sept. 27th **AFTER THEY HAVE CHECKED IN AND RECEIVED THE VENDOR PACKET AND VEHICLE TAGS.** **2 DAY VENDORS** tear down begins at 9 p.m. on Sat., Sept. 28th. **3 DAY VENDORS** tear down begins at 4 p.m. on Sun., Sept. 29th. These times may be adjusted by Police and **FESTIVAL** security or police should 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 on Friday & Saturday evening. It is recommended that any items of value be removed from the festival grounds each evening.

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 the **CHAMBER** within 30 days of being notified and risk not being accepted in future events.

16) ACCESS TO THE FESTIVAL GROUNDS

VENDORS shall be provided tags to allow entry of vehicle(s) 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. There is not a designated parking area for **VENDORS**.

17) CLEANUP & TRASH DISPOSAL

VENDOR booths 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 the **CHAMBER** in writing of intent to cancel this contract no later than July 15, 2019, in order to receive a 50% refund. No refunds are available after July 15, 2019. A late fee of \$50 will be charged for all applications postmarked at a USPO after July 31, 2019. Late applications will not be processed until the late fee is paid.