# 71st ANNUAL FULTON COUNTY HOMECOMING FESTIVAL - MAY 22nd & 23rd

## Hosted by the City of Salem

Complete and mail application and check for fees to:
Fulton County Homecoming Festival
PO Box 649
Salem, AR 72576

Contact Holly Pate at 870-895-6209 or email hpate@naeci.com for more information.
*Please send self-addressed, stamped envelope for confirmation.*

## Street Market Vendor Application

**Please print:**

Business Name: _____
Contact Name: _____
Mailing Address:_____
City, State, Zip:_____
Telephone: _____E-mail:_____

Description of Items for Sale:_____

Are you a previous Fulton County Homecoming Festival Vendor? Yes No

Do you have a Permit Number ? _____ If Yes, please provide the number:_____

Mark which events you wish to set-up for: Friday & Saturday ($75) ____ Saturday Only ($40) ____

I will need electricity: ____ (please check). Include additional $25.00 for Electricity. Limited amount of booths available with electricity. Availability will be given in order of returned application.

Type of electricity: 110 220 (please circle)

**A signed application constitutes an agreement to be bound by all Terms and Conditions and is a contract to participate.** Violation of the Terms and Conditions prior to or during the festival may result in loss of booth space without a refund. **Applicant will not be considered if this form is incomplete, unsigned, or does not have the correct fees.** If accepted, Fulton County Homecoming Festival , this application and the included Terms and Conditions represent the entire agreement between parties.

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|---|---|
| Number of Booths 1 day _____ x $40 = | $_____ |
| Number of Booths 2 day _____ x $75 = | $_____ |
| (If Salem Chamber of Commerce Member or Non-Profit - $25 – 1 day, $50 – 2 days) | |
| Electricity $25 (per booth) = | $_____ |
| Total Amount Enclosed | $_____ |

**Date:** _____ **Applicant's Signature:**_____

## TERMS AND CONDITIONS

1. One booth consists of a standard size parking area. Vendor may apply for multiple booth spaces. Vendor cannot assign or sublet booth space.
2. Each booth costs $40 for Saturday only or $75 for Friday and Saturday. Vendors that are members of the Salem Chamber of Commerce or a Non-Profit Organization will receive a discounted rate of $25 for Saturday only or $50 for Friday and Saturday. Proof of non-profit status must be mailed with the application.
3. Electricity may be purchased for $25 per booth at the time of application.
4. Payment for booth space and electricity must be remitted with this application in the form of a check or money order payable to Fulton County Homecoming Festival. REFUNDS ARE NOT AVAILABLE.
5. Applications that are not signed and dated will be denied automatically. A signed application is a contract to participate, if accepted by Fulton County Homecoming Festival.
6. All food booths must meet the Arkansas Health Department requirements and are subject to random inspection by the Health Department.
7. Vendor with amusement type rides: pony rides, bounce houses, bungee swing, rock climbing wall, paint ball game, or any similar items must provide a copy of the Proof of Liability Insurance naming Salem Chamber of Commerce as additional insured on the policy. This list is for example only and is not all-inclusive. Should the vendor be set up on private property the vendor will be required to add the property owner as additional insured. Upon approval of the application, Vendor will be provided name and address for entities that must be listed as additional insured. Fulton County Homecoming Festival must receive Proof of Liability Insurance (with the appropriate additional insured listed) one week prior to the event by emailing hpate@naeci.com or mail to Fulton County Homecoming Festival, PO Box 649 Salem, AR 72576. If proof is not received one week prior to the event, Fulton County Homecoming Festival has all rights to terminate this contract.
8. All vendors are REQUIRED to check in with upon arrival and check out when leaving at the registration table in front of the Fulton County Library on the west court side.
9. Vendors accepted must furnish their own tent, tables, chairs, extension cords, lighting, and all other supplies.
10. All displays, tents, and structures must be of sound construction and designed in good taste. Fulton County Homecoming Festival reserves the right to terminate this contract at any time before or during the festival if Vendor or its employees or agents commit any act or omission that Fulton County Homecoming Festival deems, in its sole discretion, to be detrimental to the purposes of the festival, violate this agreement, or violate any law or ordinance.
11. Vendor must check-in during its assigned time. Check-in hours on **Friday, no earlier than 4:30 p.m.** All vehicles must be moved before 7:00 p.m. **Saturday check-in is 6:00 a.m**. All vehicles must be moved **no later than 7:30 a.m**.
12. Vendor must keep its booth and surrounding area clean and free of trash, debris and hazardous conditions. Vendor agrees to leave booth spaces and surround areas in the condition in which it found them. Any damage caused by Vendor must be repaired at Vendor's expense.
13. Fulton County Homecoming Festival reserves the right to prohibit products, works, or displays considered objectionable, inappropriate or disruptive and may do so without refund to vendors. The following items **CANNOT** be sold or distributed: guns (toys, real or otherwise), knives (toys, real or otherwise), alcohol-related products, tobacco products, fireworks, snap pops, stink bombs, live animals, silly string, door-to-door or telephone solicitations, and any similar items. The list is for an example only and is not all-inclusive. Fulton County Homecoming Festival has absolute discretion to decide at any time before or during the festival whether an item or product can be sold at the festival. If Fulton County Homecoming Festival informs Vendor that an item cannot be sold, the item must be removed from the Fulton County Homecoming Festival premises immediately, Failure to do so could result in the closure of the Vendor's booth.
14. **Vendor is responsible for collecting, reporting, and paying all sales tax**. Forms and information will be provided at check-in. Arkansas law requires vendors to submit a sales tax report and payment of sales tax to Fulton County Homecoming Festival during each day of the festival. Vendors that have an existing Arkansas sales tax permit can pay sales tax directly to the state and city in accordance with their usual procedure; however vendors must still complete the form and submit it to the Fulton County Homecoming Festival. If vendor does not turn in sales tax form and funds collected during the festival, vendor is obligated to submit the form and funds to the Fulton County Homecoming Festival within 7 business days. Arrangements can be made by contacting Holly Pate at 870-895-6209 or emailing hpate@naeci.com. Vendors that do not return the sales tax form as requested may not be allowed to return to future events.
15. Vehicles and storage trailers are not allowed for use as booths or to be near booths. Fulton County Homecoming Festival does not provide parking or electrical hookups for recreational vehicles.
16. Due to the location of the festival, there is no special parking for Vendor. Vendor must not park in barricaded areas or areas marked "no parking". Vendor MUST receive permission from local businesses to park in front of or within the area of their store.
17. Only pets that are acting as service animals are allowed in the festival.
18. Fulton County Homecoming Festival is not responsible in any way for loss or damage to Vendor's property. Minimal security will be provided after hours, and Vendor is responsible for securing its booth.
19. Active solicitation outside of Vendor's booth is prohibited.
20. The festival officially closes at 10:00 p.m. on Saturday. Vendors shall not remove merchandise prior to the established closing time unless they carry their items to their vehicle out of the festival area. No vehicles are allowed inside the festival area until the festival closes. The closing time may vary depending on the festival crowd. Vendors may carry out items during this time period.
21. If any portion of this agreement is held invalid, illegal or unenforceable, such determinations shall not impair the enforceability of the remaining terms and provisions herein.
22. These terms and conditions and the attached application constitute the entirety of the agreement between the parties. The attached application is hereby incorporated by reference as part of these terms.
23. This agreement shall be subject to and governed by the laws of the State of Arkansas. The proper venue for any dispute shall be the City of Salem Arkansas.
24. Vendor agrees to indemnify and hold harmless Fulton County Homecoming Festival, City of Salem, and Salem Chamber of Commerce and any of their representatives or sponsors against any loss, cost, injury, claim, damage or charge made by any individual or entity against Vendor, Fulton County Homecoming Festival, City of Salem, or Salem Chamber of Commerce arising from Vendor's performance under this agreement or its participation in the Fulton County Homecoming Festival.

ANY VIOLATION OF THESE TERMS AND CONDITIONS MAY RESULT IN THE LOSS OF BOOTH SPACE FOR THE DURATION OF THE FESTIVAL WITHOUT REFUND, AND THE VENDOR MAY BE EXCLUDED FROM FULTON COUNTY HOMECOMING FESTIVALS.