



BLUE SPRINGS FALL FUN FESTIVAL VENDOR APPLICATION



SEPTEMBER 20 – 22 2024

This is an application for revocable license to use space at the 2024 Blue Springs Chamber of Commerce Fall Fun Festival to be held September 20-22, 2024. Please read both front and back of this contract before returning it to the Blue Springs Chamber of Commerce at 1000 W Main Street, Blue Springs, MO 64015. Incomplete applications or contracts submitted without appropriate vendor fees OR proof of liability insurance will not be accepted for final processing. **YOU MUST SUBMIT PAYMENT WITH YOUR APPLICATION.** Checks are to be made payable to the Blue Springs Chamber of Commerce. However, if your application is not accepted, your fee will be refunded. Vendor's fees will not be refunded AFTER JULY 31, 2024. The CHAMBER & FESTIVAL COMMITTEE RESERVE THE RIGHT to ASSIGN SPACES AND ALTER STREET LAYOUT AS DEEMED NECESSARY. EMAIL: rhall@bluespringschamber.com

This agreement is made and entered into by and between the Blue Springs Chamber of Commerce (the "Chamber") and

ORGANIZATION OR COMPANY ("the Vendor")	CONTACT PERSON ("the Vendor")			Email ADDRESS	
ADDRESS (or PO Box)	CITY	STATE	ZIP	CELL PHONE	Opt-In for text alerts YES <input type="checkbox"/> NO <input type="checkbox"/>

Vendor Liability Insurance: All vendors must be covered by liability insurance. All vendors are required to submit a certificate of insurance showing \$1 million in liability coverage naming the Blue Springs Chamber of Commerce and the City of Blue Springs as additional insured with their vendor contract.

NO VENDOR WILL BE PLACED WITHOUT FULL PAYMENT, SIGNED CONTRACT, AND A COPY OF VALID INSURANCE

SPACE SIZE: All booth spaces are 10' wide X 10' deep and 10' tall (unless otherwise approved by Festival Committee). For a more complete description of VENDOR categories, see the reverse of this contract, item 6, EXHIBIT CATEGORIES.

VENDOR CATEGORIES:	FEE	Not For Profit Organizations:	FEE
() Commercial Vendors (siding, construction, windows, window treatments, OR solicitation of business services incl. chiropractors, carpet business, water filtration, etc.)	\$525	() Non profit selling (non food) (jewelry, clothing, promo items)	\$325
() Market Vendor (ex: Avon, jewelry, any other resale item)	\$425	() Non profit (info only)	\$250
() Food (meal items incl. meat such as hamburgers, hot dogs, pizza, sausage, chicken).	\$575	() Non profit food (meal items such as hot dogs, pizza, hamburger, chicken, sausage)	\$425
() Snacks, Sauces, and Drinks	\$425	() Snacks, Sauces, and Drinks	\$325
() Handmade Crafter (made by you, the vendor)	\$250	() Other _____	Call
() Other _____	Call		

How many years have you attended Blue Springs Fall Festival as a vendor?

List all items being sold, displayed, or given away. **Vendors may not sell items not listed on the application.** _____

PRESALES/ RETURNING: Requested location and/or booth number _____

() Yes, a trailer/truck/ or food truck will be used. Indicate length AND height (including tongue). Length _____ Height _____

ELECTRICITY: Each booth space comes with 200 watts of electricity. **Vendors needing extra electricity MUST supply photos of plugs** in order to provide correct outlets. Vendors must supply their own lights and electrical cords (minimum of a 12 gauge, 25 ft. cord is required to reach power source). **HALOGEN LAMPS NOT ALLOWED.** Limited 220 Volt services are available at an additional charge and are not available in all booth locations. All electrical requests and fees must be submitted to the Chamber by June 30, 2024.

IF YOU REQUIRE ADDITIONAL ELECTRICITY DURING THE FESTIVAL AND DID NOT SUPPLY THE CORRECT AMOUNT AT THE TIME YOU SUBMITTED YOUR APPLICATION, YOU WILL BE PLACED ON A WAITING LIST AND IT WILL NOT BE GUARANTEED. IF ADDITIONAL ELECTRICITY IS AVAILABLE, YOU WILL BE CHARGED A SAME-DAY SERVICE FEE OF \$150, PLUS THE COST OF ADDITIONAL ELECTRICITY.

Please list all appliances to be used, and their wattage requirements:

Appliance (s):	Watts:	Check one:
_____	_____	() Provided power IS sufficient (200 watts provided) () Provided power is NOT sufficient
_____	_____	
_____	_____	
_____	_____	
_____	_____	

Complete & Check:

Total wattage requirements are: _____

If additional electrical power is needed, check one:

- () Additional 20 AMPS (1800 watts usage) **\$175**
- () Additional 40 AMPS (3600 watts usage) **\$225**
- () 220 (@20, 30 or 50 amp draw – limited SPOTS) **\$ 250 - \$300**

_____ Booth(s) x \$ _____ = \$ _____

Electrical Needs +\$ _____

Total _____

YOU MUST SUPPLY YOUR OWN HEALTH DEPARTMENT APPROVED LINE.

GREASE MANAGEMENT: YOU MUST KEEP YOUR FLOOR AREA CLEAN AT ALL TIMES SO GREASE IS NOT TRACKED OUTSIDE YOUR BOOTH AREA. AT THE END OF EACH NIGHT, PLEASE USE A SOLVENT OR HEAVY DUTY CLEANER TO SCRUB FLOOR AREA. A CLEANING FEE OF \$500 WILL BE ASSESSED SHOULD YOU BE FOUND IN VIOLATION OR DO NOT CLEAN YOUR SPACE BEFORE LOAD-OUT.

I, the undersigned authorized agent, dutifully swear that I have thoroughly read the rules and regulations on the reverse side and agree to comply. This agreement has been executed the day and year written below. **Application not valid without date and signature below, as well as full payment and proper insurance.**

PAYMENT METHOD: Check () Money Order () Credit Card () MC () Visa () A/E () Discover ()

Card# _____ Exp. Date _____/_____/_____ Security code: _____

Signature _____

All checks made payable to: Blue Springs Chamber of Commerce
1000 W Main Street, Blue Springs, MO 64015 Phone: (816) 229-8558
Fax: (816) 229-1244 **A \$35 fee will be charged for ALL returned checks.**

FOR OFFICE USE ONLY:

Tentative Booth Number (s) _____

Payment received: _____ Insurance: _____ Electricity _____

No application will be accepted without full payment at the time you submit the application. Insurance must be provided at least 2 weeks prior to festival start date or you will forfeit your space and no refund will be given.

- 1) DEFINITIONS
 - A) Festival: The Blue Springs Fall Fun Festival
 - B) Chamber: The Blue Springs Chamber of Commerce, the sponsoring organization of the festival.
 - C) Festival Committee: The Blue Springs Fall Fun Festival Committee which is authorized and empowered by the Chamber to organize and manage the festival and to promulgate and enforce rules and regulations for the conduct of the festival.
 - D) Vendor: 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 Jackson, and City of Blue Springs pertinent to the Vendors' participation in the festival, including, but not limited to, statutes and maintenance, and fire safety. The Chamber and the Festival Committee shall have the right to interpret the following rules and regulations; to amend or add 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 the return of any monies deposited to secure festival participation.
- 3) **LIABILITY INSURANCE - LIABILITY INDEMNITY – Vendor covenants that it will protect, defend, hold harmless and indemnify the Chamber, Festival Board, and City of Blue Springs, their 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 Chamber, Festival Committee, and City of Blue Springs 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. LIABILITY INSURANCE - See front of contract.**
- 4) OBLIGATIONS – Vendors are required to follow all city, state and federal laws, as noted above, including the collection of appropriate sales tax. Vendors must also be current in all sales tax obligations to the State of Missouri and/or the City of Blue Springs.
- 5) CHECKS POST-DATED OR RETURNED UNPAID BY THE BANK MAY RESULT IN IMMEDIATE DISQUALIFICATION. Vendors will be charged a \$35 returned check fee.
- 6) EXHIBIT CATEGORIES -
 - A) Commercial– Commercial Vendors (siding, construction, windows, window treatments, OR solicitation of business services incl. chiropractors, carpet, water filtration, etc.
 - B) Market Vendors—ex: Avon, Tupperware, jewelry, resell products, and any product not personally made by you the vendor.
 - C) Food Vendor – Vendor selling any food item that contains meat such as hamburgers, hot dogs, pizza, sausage, chicken, fish, tacos, etc.
 - D) Snacks, Sauces, and Drinks - Food and Drink items that are not considered a meal
 - E) Handmade Crafters – Items that are handmade by the Vendor (s). **This does not include items that are handmade but purchased for resale (jewelry, woven rugs, food items and baskets, etc.** Photos must be submitted with craft contract and identified with name and medium represented. Photographs will not be returned.
- 7) BOOTH SPACE Dimensions – Booths are 10' deep x 10' wide. All booths have a 10 ft. height restriction UNLESS OTHERWISE APPROVED OF BY FESTIVAL COMMITTEE. **SOLICITATION OUTSIDE THE BOOTH SPACE IS NOT ALLOWED. THIS INCLUDES HANDING OUT FLYERS, SAMPLES, COUPONS AND INCLUDES VENDOR AND BOOTH STAFF. IF YOU ARE FOUND IN VIOLATION, YOU WILL ASKED TO CEASE. SECOND VIOLATION WILL RESULT IN THE CLOSING OF YOUR SPACE AND NO REFUND WILL BE GIVEN.**
- 8) Vendor Payment: Payment can be made in person, via phone or mail. By signing this document, you are authorizing the Blue Springs Chamber of Commerce to charge your credit card. Before set up can begin, vendors who place phone orders MUST come to the Chamber office and sign the application and the credit card authorization located in the Payment Method box on the reverse of this application.
- 9) HANDMADE CRAFTERS APPLICATION PROCESS – Applications from HANDMADE CRAFTER Vendors will be judged on criteria based on available space, and quality of merchandise that reflects diversity and a Festival atmosphere. **Color photographs must accompany each signed contract. Photos must represent work vendor is going to exhibit at the Festival. Photographs and any samples sent in will not be returned.** UNPAID VENDOR SPACES WILL BE OFFERED TO THE NEXT PERSON ON THE WAITING LIST FOLLOWING THE DEADLINE . Festival personnel may evaluate each display and reserve the right to remove a Vendor or deny a space without refund to any Vendor in violation of any rule. Vendor Contract must have all items listed – no other items will be allowed in the booth space without approval of Festival Committee. ALL ITEMS UNDER THIS CATEGORY MUST BE HAND-MADE BY THE VENDOR.
- 10) **BOOTH SETUP/REMOVAL: YOU WILL BE SENT AN ITINERARY, WITH SPECIFIC INSTRUCTIONS ON TIMES AND ENTRY POINTS CLOSER TO FESTIVAL DATES.**
- 11) BOOTH CONSTRUCTION/USE – The Festival Committee 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 booth and shall not tack or place advertising material or solicit business outside their booth. In the event a trailer is used as a booth, it must fit, including tongue, within booth space. Motor homes may not be used in booth space without prior consent of the Festival Committee.
- 12) 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.
- 13) SOUND RESTRICTIONS – The Festival Committee reserves the right to monitor and regulate the level of sound from all booths. After two (2) warnings about offensive sound, the Festival Committee shall have the right to disconnect power from the booth or request the offending Vendor vacate the booth space.
- 14) EXCLUSIVE PRODUCT RIGHTS – Exclusives have been granted to some companies and all Vendors must honor their rights. **For those Vendors selling soft drinks and ice, only soft drink products and the ice products provided by festival contractors shall be purchased and sold.** Vendors will be provided exclusive contract information. Vendors may not display the name, logo, or slogan of any company whose products compete in the market with any of the exclusive products. Food Vendors, subject to 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, plates, or printed material.
- 15) CLEANUP – Vendor's booths must be kept clean. All refuse, rubbish, and garbage must be deposited in containers provided. IMPORTANT NOTICE: Any grease or charcoal not disposed of properly will result in a \$500 fine and will jeopardize Vendor's participation in future festivals. Vendor's containers are to be emptied and contents disposed of at regular intervals each day. **ALL FOOD VENDORS: GREASE MANAGEMENT; YOU MUST KEEP YOUR FLOOR AREA CLEAN AT ALL TIMES SO GREASE IS NOT TRACKED OUTSIDE YOUR BOOTH AREA. AT THE END OF EACH NIGHT, PLEASE USE A SOLVENT OR HEAVY DUTY CLEANER TO SCRUB THE FLOOR AREA. THERE WILL BE A \$500 CLEANING FEE ASSESSED SHOULD YOU BE FOUND IN VIOLATION.**
- 16) FESTIVAL SCHEDULE – Friday, September 20, 2024 from 12:00 p.m. – 10:00 p.m., Saturday, September 21, 10:00 a.m. – 10:00 p.m., and Sunday, September 22, 2024, 10:00 a.m. – 4:00 p.m. Booths are to be manned at all hours of operation. In the event a Vendor sells out of its product, said Vendor shall nonetheless keep the booth open for display or sample items and solicitation of orders until Festival closes. You may choose to open or remain closed during parade times on Saturday.
- 17) ACCESS TO THE FESTIVAL GROUNDS – Vendors shall be provided a Vendor Barricade Pass to allow entry of vehicle through the barricaded boundaries of the Festival only before and after the hours of operation. All vehicles must be outside barricades at listed times, prior to Festival opening. Police and Festival Safety may limit access earlier if crowd conditions warrant. Parking Passes are not given to Vendors.
- 18) CANCELLATION – Vendor shall notify the Chamber in writing of intent to cancel this contract no later than July 31, 2024 in order to receive a 50% refund. Cancellations after July 31, 2024 are not eligible for a refund.
- 19) ELECTRICITY – Vendor shall indicate on face of contract electrical power needed. Vendors requiring more than amount provided must pay at time of booth contracting. If Vendor uses more power than contracted for, Vendor shall forthwith reduce its power demand to contract limits. Vendors are provided 200 watts at 110 volts per booth. PLEASE NOTE: Generators are **not allowed.**
- 20) MERCHANDISE – At no time shall Vendor display for sale or otherwise materials which in the sole judgment of the Festival Committee, shall be deemed obscene, dangerous, or unlawful. Expressly prohibited are items including, but not limited to, the following: drug paraphernalia and related items, butterfly knives, all knives, throwing stars, guns, toy guns, water guns, and brass knuckles. Additionally, no Vendor shall be permitted to sell raffle tickets or collect signatures for petition of any kind. The Festival Committee will notify Vendor of violation of this provision and permit removal of said items from the grounds. Failure of Vendor to do so will create forfeiture of Vendor's rights and privileges of this contract.
- 21) ANIMAL RESTRICTION - No animals will be allowed inside the barricades during Festival. **DO NOT BRING AN ANIMAL TO YOUR BOOTH OR YOU WILL BE ASKED TO REMOVE IT. IF YOU CHOOSE NOT TO COMPLY, YOU WILL BE ASKED TO LEAVE WITH NO REFUND OF PAYMENT.**
- 22) This contract is expressly contingent insofar only as the Chamber is concerned upon its ability to obtain permission from the City of Blue Springs to conduct the 2024 Festival. In the event this contingency is not met prior to the opening of the festival, then this contract shall be null and void and the monies deposited herewith shall be returned to Vendor.
- 23) **NO SMOKING IS ALLOWED ON FESTIVAL GROUNDS.**