

- 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) SALES TAX PAYMENTS – all Vendors shall be current in all sales tax obligations to the State of Missouri and/or the City of Blue Springs. If said obligation is unsatisfied, the Chamber shall prohibit the Vendor from participating in the festival and the Vendor SHALL FORFEIT ALL FEES, COSTS, OR MONEYS PAID TO THE CHAMBER FOR PARTICIPATION IN OR ASSOCIATED WITH THE FESTIVAL.
- 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/Market Vendor – For business sales (jewelry, clothing, household items, siding, **OR** solicitation of business services such as: chiropractors, carpet business, water filtration, etc. For Vendors who wish to hand out promotional information/items for their business. Drawings for FREE giveaways must be submitted on the Vendor contract and approved by the Festival Committee.
  - B) Food Vendor – Vendor selling any food item that contains meat such as hamburgers, hot dogs, pizza, sausage, chicken, fish, tacos, etc. All other food items are included in the snack food category.
  - C) Snack Food – Food items that are not considered a meal. Such as: dessert items (ice cream, baked goods, candy, funnel cakes, snow cones, roasted almonds, kettle corn, drinks, etc.)
  - D) Arts & Crafts – 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 and any samples submitted will not be returned.
  - E) Game Booths – For operation of carnival-type games involving skill
  - F) Downtown Merchant – For purchase by Downtown Merchants to be used solely by them to display or sell their regular merchandise services. Merchant may not sublease to another business or give permission to an organization to utilize said space.
  - G) Misc. - all other Vendors approved by the Festival Committee.
- 8) 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.
- 9) Vendor Payment Schedule: At the conclusion of the 2015 Festival, 2016 booth sales are closed. Downtown Merchants may sign up December 1, 2015 – January 15, 2016. Chamber members may sign up January 16 – March 15 and 2016 returning Festival Vendors must sign up beginning January 16 – March 15 to request their Vendor Spaces. ( Note: Spaces are not guaranteed. Festival staff reserve the right to relocate your booth to fit the needs of the festival. ) **After March 15, 2016 all remaining spaces will be sold on a first come first serve basis.**
- 10) ARTS AND CRAFT APPLICATION PROCESS – Applications from Arts & Crafts Vendors will be judged on criteria based on available space, and quality of merchandise that reflects diversity and a festival atmosphere. Five 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.
- 11) BOOTH SETUP/REMOVAL – Vendors will be permitted to begin assembling booth no earlier than 6:30 p.m. Thursday, September 15, 2016. NO EQUIPMENT OR STRUCTURE MAY BE BROUGHT IN ANY EARLIER. Vendors with permanent trailers should plan on dropping off between 6:30 and 7:00 p.m. All other Vendors with booths will be allowed to setup after 7:00 p.m. Trailers must be setup and vehicles removed from front of all booth spaces. Traffic on Main Street will be ONE WAY HEADING WEST. Booths must be finished and operational by 11:00 a.m. on Friday, September 16, 2016. Teardown on September 18, 2016 must begin immediately at 6:00 p.m. and must be completed by 8 p.m.
- 12) 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. Vendor shall display this contract in a prominent location of the booth at all times. 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.
- 13) 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.
- 14) 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.
- 15) EXCLUSIVE PRODUCT RIGHTS – Exclusives have been granted to some companies and all Vendors must honor their rights. For those Vendors needing soft drinks and ice, only soft drink products and the ice products provided by festival contractors shall be purchased and used. 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.
- 17) 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.
- 18) FESTIVAL SCHEDULE – Friday, September 16, 2016 from 12:00 p.m. – 10:00 p.m., Saturday, September 17, 10:00 a.m. – 10:00 p.m., and Sunday, September 18, 2016, 10:00 a.m. – 6:00 p.m. Booths are to be manned at all hours of operation. In the event an Arts & Crafts 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.
- 19) ACCESS TO THE FESTIVAL GROUNDS – Vendors shall be provided two tags 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 one hour prior to festival opening. Police and festival security may limit access earlier if crowd conditions warrant. No parking permits are given to Vendors.
- 20) CANCELLATION – Vendor shall notify the Chamber in writing of intent to cancel this contract no later than July 31, 2016, in order to receive a 50% refund. Cancellations after July 31 are not eligible for a refund.
- 21) 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 producing electricity are not allowed except through special permission of the Festival Committee.
- 22) 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. 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.
- 23) PET RESTRICTION - No pets will be allowed inside the barricades during festival.
- 24) 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 2016 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.