

# SANTA-CALI-GON® DAYS FESTIVAL CONTRACT

## September 3 - 6, 2010

PLEASE READ REVERSE SIDE THOROUGHLY BEFORE COMPLETING. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED. THIS AGREEMENT is made and entered into by and between the INDEPENDENCE CHAMBER OF COMMERCE (the "Chamber")

and \_\_\_\_\_ (the "Vendor")  
 \_\_\_\_\_  
 firm/organization

Authorized Agent/Boothholder      Mobile Phone #      Work Phone #      Home Phone #      E-mail Address

Street or P.O. Box      City, State, Zip      Sales Tax Number      Vehicle/Trailer License Plate

**LIABILITY INSURANCE USERS FEE** – All exhibitors must be covered by liability insurance. Boothholders who have liability insurance must submit a certificate of insurance showing \$1 million limit in liability coverage (naming the Independence Chamber of Commerce and the City of Independence as additional insureds) with the booth contract, OR pay the Users Policy Fee of \$90.00 for inclusion in coverage at the time of contract. Boothholders are required to notify the Chamber of any changes in this coverage. Boothholders with locations side-by-side will pay one Users Fee. If booths are not side-by-side, Vendors must purchase the \$90.00 Users Policy Fee for the first location and pay \$65.00 per additional location. Game booth fees are \$110.00.

( ) CERTIFICATE ATTACHED      ( ) POLICY FEE ENCLOSED

**FOODBOOTH CLEANUP FEE** – Food Vendors cooking with grease or oil, including kettle corn, fried potatoes and onion Vendors, will be required to pay a \$200 cleanup charge. Fee will pay for powerwashing and cleanup of booth spaces.

**CIRCLE APPROPRIATE FEE – Basic Fee – Not Including the Cost of Insurance:**

	<b>One Booth</b>	<b>Two Booths</b>		<b>One Booth</b>	<b>Two Booths</b>
( ) HOT DOGS & SOFT DRINK (10 Vendors only)	\$460	\$920	( ) COMMERCIAL	\$655	\$1310
( ) Additional Item	\$140	\$140	( ) MARKET VENDORS (Inside tent, 8'x8')	\$340	\$680
( ) MISCELLANEOUS SNACK FOOD & SOFT DRINK	\$460	\$920	(Inside tent, 11' x 8')	\$460	\$920
( ) Additional Item	\$140	\$140	(Outside space, 10' x 10')	\$440	\$880
( ) MISCELLANEOUS SPECIALTY	\$460	\$920	( ) NON-PROFIT DISPLAY	\$245	\$490
( ) Additional Item	\$140	\$140	( ) NON-PROFIT SELLING (Other than food)	\$380	\$760
( ) MAJOR SPECIALTY	\$880	\$1760	( ) GAME BOOTH	\$435	\$870
( ) Additional Item	\$140	\$140	( ) MISC./SQUARE MERCHANTS: Subject to Festival Board Approval		
( ) MAJOR FOOD (Considered one booth space)	\$1340		*Refer to #6F on reverse for application procedure		

LIST ALL ITEMS TO BE SOLD, DISPLAYED, OR GAME TO BE PLAYED \_\_\_\_\_

This is a complete listing and no other item(s) may be sold. No substitutions after contract approval.

### BOOTH SPACE REQUEST

(Refer to #6B on reverse side for Market Vendors; #8 for all others)

#### MARKET VENDORS ONLY:

Indicate number of booth spaces \_\_\_\_\_  
 \_\_\_\_\_ 8' x 8' inside tents  
 \_\_\_\_\_ 8' x 11' inside tents  
 \_\_\_\_\_ 10' x 10' outside tents (vendor provides tent)

#### ALL OTHER VENDORS:

Indicate number of booth spaces \_\_\_\_\_  
 ( ) Yes, a trailer will be used. Length \_\_\_\_\_  
 Length of trailer must include tongue unless removed

Space # in 2009 Santa-Cali-Gon \_\_\_\_\_  
 Do you desire same location? Yes \_\_\_\_\_ No \_\_\_\_\_

**ELECTRICAL REQUEST – All electrical requests and fees must be submitted to the Chamber by August 6, 2010.** Market Vendors shall be provided with 100 watts of power per booth; all others 500 watts (one receptacle). There is an additional charge for extra electrical needs. All vendors must provide a 50 ft. power cord, minimum 12 gauge, to reach power source. **Food vendors please refer to separate electrical fee chart.**

**PLEASE LIST ALL APPLIANCES TO BE USED, AND WATTAGE REQUIREMENTS FOR EACH. (Watts = Volts x Amps)**

Appliance	Wattage
e.g. – lamp with 2-50 watt bulbs	= 100 watts
_____	= _____
_____	= _____
_____	= _____
_____	= _____

- CHECK ONE:**  
 ( ) Provided power is sufficient  
 ( ) Provided power is NOT sufficient

**Total wattage requirements are \_\_\_\_\_**

IF ADDITIONAL IS NEEDED, CHECK ONE:

- ( ) Additional 500 watts      \$110  
 ( ) Separate circuit (120 volt/1500 watts)      \$130  
 ( ) 220 (@ 20 amp draw - limited availability)      \$240

★ Additional electrical requests will be handled on an individual basis

**I, the undersigned authorized agent, dutifully swear that I have thoroughly read the rules and regulations on the reverse side and agree to comply. IN WITNESS THEREOF,** this agreement has been executed the day and year first written below.

\_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_\_  
 Chamber Representative      Vendor Signature

### PAYMENT METHOD

Check ( )      Credit Card ( )

MC ( )    Visa ( )    A/E ( )    Discover ( )    Card# \_\_\_\_\_      Exp. Date \_\_\_\_\_

All checks made payable to: Independence Chamber of Commerce, P.O. Box 1077, Independence MO 64051.

A \$30 fee will be charged for all returned checks.

FOR OFFICE USE ONLY      RECORD OF PAYMENT			Booth Number(s) _____ Location _____ Processed by _____
DATE	PURPOSE	AMOUNT	
	Booth Fee		
	Electrical Fee		
	Market Vendor Processing Fee		
	Insurance Fee		
	Foodbooth Cleanup Fee		

# RULES AND REGULATIONS BINDING BOTH PARTIES TO CONTRACT

## 1) DEFINITIONS

- A) Festival: The Santa-Cali-Gon® Days Festival  
 B) Chamber: The Independence Chamber of Commerce, the sponsoring organization of the festival.  
 C) Festival Board: The Santa-Cali-Gon® Days Festival Board 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 boothholder at the festival and their agents, employees, and volunteers.  
 E) Market Vendor: The person(s) or entity contracting with the Chamber to participate as a merchandiser selling products such as : artwork, contemporary, traditional, and craft type items reflecting the festival's reputation, quality, diversity, and atmosphere.

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 Independence pertinent to the Vendors' participation in the festival, including, but not limited to, statutes and maintenance, and fire safety. The Chamber and the Festival Board 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 participation in the festival.

## 3) LIABILITY INSURANCE

LIABILITY INDEMNITY – Vendor covenants that it will protect, defend, hold harmless and indemnify the Chamber, Festival Board, and City of Independence, 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 Board, and City of Independence 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 Independence. 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.

6) EXHIBIT CATEGORIES/FEES – Not including liability insurance.

A) Commercial – For business sales or solicitation of contracts	\$655
B) Market Vendor Booths – For display and sales of artwork, contemporary, traditional, and craft type items reflecting the festival's reputation, quality, diversity, and atmosphere.	
Inside tents – 8' deep x 8' wide	\$340
– 11' deep x 8' wide	\$460
Outside of tents – 10' deep x 10' wide	\$440
Processing fee for jurying	\$20
C) Nonprofit Display – For display by nonprofit organizations	\$245
D) Nonprofit Selling – (Items other than food)	\$380
E) Game Booths – For operation of carnival-type games involving skill	\$435
F) Misc./Square Merchants	PRICES ESTABLISHED BY FESTIVAL BOARD

For all other boothholders approved by the Festival Board.

7) FOOD BOOTH CATEGORIES/FEE – Vendors must be Independence or Sugar Creek, Missouri non-profit organizations. The Festival Board will consider for-profit Vendors if space is available and certain criteria are met. Booth spaces CANNOT be subleased to a commercial concern or operated by anyone other than the purchasing non-profit organization.

- A) Hotdogs & soft drinks \$460 (insurance not included)  
 For sale of hotdogs, toppings, and soft drinks. Restricted to ten Vendors.  
 B) Major Foods \$1340 (insurance not included)  
 For sale of any food item and soft drinks except beer and major specialty items. The booth size shall vary in accordance with the needs of the Vendor and space available and shall require the Vendor to provide tables and chairs for customers.  
 C) Major Specialty \$880 (insurance not included)  
 For the exclusive sale of one food item and soft drinks. Current exclusives include but are not limited to Apple Fritters, Curly Chips, Shish kabobs, Soft Frozen Lemonade, and Turkey Legs.  
 D) Miscellaneous Snack Food & Soft Drink \$460 (insurance not included)  
 For sale of two snack food items (e.g. popcorn, cotton candy, pretzels, etc.) and soft drinks, except major specialty items.  
 E) Miscellaneous Specialty & Soft Drink \$460 (insurance not included)  
 For sale of one specialty item and soft drinks, except hotdogs and major specialty items.  
 F) Additional Items \$140  
 All food Vendors, except major food Vendors, may sell up to 2 additional, non-exclusive snack items (e.g. chips, candy bars, and gum) for an additional fee of \$140.00. This category also includes specialty beverages (i.e. cherry limeade, lemonade, apple cider, etc.)

8) OUTSIDE BOOTH SPACE Dimensions – Booths, except for Market Vendors and major food Vendors, are 10' deep x 12' wide.

"Deep" represents size front to back, "wide" represents size from side to side, running parallel with the street. Booths must fit within those dimensions.

9) OUTSIDE EXHIBITORS' APPLICATION PROCESS – Those 2009 exhibitors (1) whose booths were constructed with a pioneer theme, (2) those workers wearing pioneer/western clothing, and (3) who receive a letter regarding early renewal rights may reserve their 2009 location for 2010 between January 19 and February 5, 2010. Chamber members in good standing can sign up between February 8 and February 19, 2010. All other applications by vendors will be accepted on a first come first serve basis beginning March 1, 2010 at 8 a.m.

NOTE: Vendors at the 2010 festival who construct their booth in keeping with the pioneer theme of the festival, who have workers in pioneer/western clothing, who comply with the rules and regulations of the festival, will be eligible for the right of early renewal for the 2011 festival.

10) MARKET VENDORS' APPLICATION PROCESS – Applications from Market Vendors will be accepted from March 1, 2010 until April 9, 2010. Applicants will be judged on criteria based on available space, booth appearance, and quality merchandise that reflect diversity and a festival atmosphere. Five color photographs and a \$20.00 processing fee must accompany each signed contract. Photographs must be identified with name and medium represented. Photographs and any samples sent in will not be returned. Notification of acceptance will be mailed May 7, 2010 and your check for booth fees must be returned by June 4, 2010. UNPAID BOOTH SPACES WILL BE OFFERED TO THE NEXT PERSON ON THE WAITING LIST FOLLOWING THE DEADLINE RETURN. Photographs must be representative of the work you will exhibit at Santa-Cali-Gon Days®. Festival personnel may evaluate each display. We reserve the right to remove a Vendor or deny a space without refund to any Vendor in violation of any rule. Application/contract must have items listed – no other items will be allowed in the booth. Market Vendors accepted into the 2010 festival will be eligible for early renewal rights for the 2011 festival. Payment must be made by check prior to 4 p.m. on September 6, 2010.

11) BOOTH SETUP/REMOVAL – Vendors will be permitted to begin assembling booth no earlier than 6 p.m. Thursday, September 2, 2010. NO EQUIPMENT OR STRUCTURE MAY BE BROUGHT IN ANY EARLIER. The booth must be finished and operational by 12 noon on Friday, September 3, 2010. Takedown on September 6, 2010 must begin immediately at 5 p.m. and must be completed by 8 p.m.

12) BOOTH CONSTRUCTION/USE – The Festival Board 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 the 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 Board. All tents used must be fire retardant. All booths possess a 10 ft. height restriction.

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 Board reserves the right to monitor and regulate the level of sound from all booths. After two (2) warnings about offensive sound, the Festival Board shall have the right to disconnect power from the booth or request the offending Vendor vacate the booth.

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 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. Major Specialty Vendors shall have the exclusive right to sell their specialty food items. 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, which such sign will not exceed four square foot in size. No other identification of the product will be permitted including, but not limited to, the use of cups, napkins, plates, or printed material.

16) TRADEMARK – Santa-Cali-Gon® is a registered trademark and may not be used commercially without the express written consent of the Chamber.

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 boothholders participation in future festivals. Containers will be emptied and contents disposed of at regular intervals each day.

18) FESTIVAL SCHEDULE – Friday, September 3, 2010 from Noon to 11 p.m.; Saturday, September 4, 2010 from 10 a.m. to 11 p.m.; Sunday September 5, 2010 from 10 a.m. to 11 p.m. Monday, September 6, 2010 from 10 a.m. to 5 p.m. Booths are to be manned at all hours of operation. In the event a Market Vendor sells out of its product, said Vendor shall nonetheless keep the booth open for display or sample items and solicitation of orders until the close of the festival.

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 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 23, 2010, in order to receive a 50% refund. Cancellations after July 23 are not eligible for a refund.

21) ELECTRICITY – Vendor shall indicate on face of contract electrical power needed with exception of Food Vendors. Food Vendors must complete a separate electrical request form. Vendors requiring more than amount provided must pay at time of contracting. If Vendor uses more power than contracted for, Vendor shall forthwith reduce its power demand to contract limits. Market Vendors are provided 100 watts at 110 volts per booth; other Vendors are provided 500 watts at 110 volts per booth. PLEASE NOTE: Generators producing electricity are not allowed except through special permission of the Festival Board.

22) MERCHANDISE – At no time shall Vendor display for sale or otherwise materials which in the sole judgement of the Festival Board, 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 Board 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 his rights and privileges of this contract.

23) PET RESTRICTION – No pets will be allowed inside the barricades during festival hours.

24) This contract is expressly contingent insofar only as the Chamber is concerned upon its ability to obtain permission from the City of Independence to conduct the 2010 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.