

PARKVILLE 4th of JULY CELEBRATION

Thursday – July 4, 2024

Main Street Parkville Association reserves the right to accept or reject contracts. If your contract is accepted, you will receive an email confirmation. If your contract is not accepted, we will contact you directly.

Vendor Contract Deadline: June 19, 2024

This agreement is made and entered into by and between Parkville Community Development Corporation, dba Main Street Parkville Association (The "Festival") and _____

Business or Organization Name (The "Vendor")

Contact Name _____

Street Address City / State / Zip _____

Cell Phone _____ Email Address _____

Website/Social Media _____ MO Sales Tax ID _____

Are you the onsite contact? Yes ___ No ___ If No, Name: _____ Cell Phone: _____

VENDOR CATEGORY: *(Vendor Booth or Trailer is a 10' x 10' space)*

___ Art & Craft \$150

___ Minor Food \$ 200

___ Boutique & Retail \$150

___ Major Food \$400

___ Commercial \$500

___ MSPA Member (& Downtown Parkville business) *Fee Waived*

VENDOR MERCHANDISE - List all items to be sold or displayed.

Do you have a tent or trailer? Tent ___ Trailer ___ What are the trailer dimensions (total feet)?

ELECTRICAL

___ 110 V Receptacle \$25 each ___ 220-Circuit \$100 (limited availability) ___ No Electrical Needed

INSURANCE

Proof of liability insurance is required from all Vendors. See Rules and Regulations.

___ I have my own insurance and have included a COI ___ I need Festival Insurance (\$85 for 10 x 10 space)

VENDOR CALCULATOR

Vendor Fee \$ _____

Additional Vendor Booth *(if larger than 10' x 10')* \$ _____ (fee x number of additional spaces)

Festival Insurance (\$85 for 10 x 10 space) \$ _____

Electricity \$ _____

Total Cost \$ _____

I, the undersigned authorized agent, pledge that I have thoroughly read all Rules and Regulations of the Festival and agree to abide by them. I shall hold harmless and indemnify the Festival, from and against any and all expenses, claims, actions, and losses of any kind resulting from or connected with the participation as a Vendor in the Festival.

Vendor Signature Date

Additional Information

Mail or Email: 1) Completed and Signed Contract, 2) Vendor Fee, and 3) Certificate of Liability of Insurance

Main Street Parkville Association, 104 Main Street – 2nd Floor, Parkville, MO 64152 Email: ParkvilleEvents@gmail.com

PARKVILLE 4th of JULY CELEBRATION 2023

Rules and Regulations Binding Both Parties to the Contract – Page 1

Definitions

Festival: Parkville Days, sponsored by Parkville Community Development Corporation (PCDC) dba Main Street Parkville Association (MSPA) (501©3).

Vendor: The organization, person or entity contracting with the Festival to participate as a booth holder at the Festival and their agents, employees and volunteers.

Booth: The area leased by the Vendor for its participation in the Festival.

Location and Schedule

South Main Street (City Parking Lot) and/or Farmers' Market, Parkville, Missouri 64152

Tuesday, July 4, 2023, 06:00pm-10:00pm

Booths are to be manned during all hours of operation. Vending may only take place from the operator's booth unless approved by the Festival. Vendors who tear down early may not be allowed to return to the Festival in future years.

Contract Submission

Contract deadline is June 19, 2023. Contracts submitted between June 20 - June 24, 2023 will incur a 25% increase to the Vendor category fee. No vendors will be accepted after June 24, 2023. **Food Vendors must obtain a food permit application, approval, and inspection from the Platte County Health Department.**

Contract Payment and Refunds

Vendors who want to pay by credit card (3% processing fee) – please email your online payment request to ParkvilleEvents@gmail.com. Vendors may mail payment (made payable to Main Street Parkville Association) 104 Main Street-2nd Floor · Parkville, Missouri 64152. Include completed & signed contract and Certificate of Liability Insurance (unless purchasing the Festival insurance). Vendor shall notify the Festival in writing of the intent to cancel the contract no later than 4:30 p.m. on June 24, 2023, in order to be eligible for a refund. A refund of 50% of the contract price shall be made.

Liability Indemnity & Insurance

Vendor must provide a completed contract and Certificate of Liability Insurance in the amount of \$1 million, naming Parkville Community Development Corporation, dba Main Street Parkville Association as the certificate holder and additional insured. Insurance coverage for a 10 x 10 booth can be provided by Festival for additional costs. If proof of insurance or payment of insurance through the festival does not accompany Vendor contract, the contract will not be accepted.

Vendor covenants that it will protect, defend, hold harmless and indemnify the Festival, its 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 Festival 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.

Vendor Requirements and Categories

New Vendors: Email ParkvilleEvents@gmail.com photos of products, booth set up, websites links - social media links and food menus for approval. Returning Vendors do not need to submit examples.

Vendors, except Food, are not allowed to sell or give away food and/or drinks, except for prepackaged mixes and food products that are not consumed at the time of purchase. Any Vendor who wants to distribute edible samples (salsas, jams, dips, etc.) must obtain a food permit from the Platte County Health Department.

Art and Craft - All items offered must be hand-made, hand-created. Example: Paintings, jewelry, sculptures, home, and fashion accessories, homemade jams/sauces.

Boutique and Retail - Mass-produced or manufactured good. Example: Home and fashion accessories.

PARKVILLE 4TH OF JULY CELEBRATION 2023

Rules and Regulations Binding Both Parties to the Contract – Page 2

Vendor Requirements and Categories Continued

Commercial - Selling or displaying products or services, distributing information, and soliciting. Example: sunrooms, siding, cellular services, healthcare and personal wellness industry etc.

Major Food - Food Concession or Food Truck with a menu of multiple food items.

Minor Food - Kettle corn, shaved ice, fresh-squeezed lemonade, ice cream or another Board-approved minor food item.

MSPA Member (Downtown Parkville Business - MSPA membership required & Downtown Parkville Business (*Subject to approval*))

Merchandise

At no time shall Vendor display for sale materials, which in the sole judgment of the Festival shall be deemed obscene, dangerous or unlawful. Expressly prohibited are items including, but not limited to, the following: drug paraphernalia, knives, firearms, and weapons. Additionally, no Vendor shall be permitted to sell raffle tickets or to circulate petitions for signature through the crowd or to Festival customers. The Festival will notify Vendor of his violation of this provision and removal of said items from grounds. Failure of Vendor to do so will create forfeiture of his rights and privileges of this contract.

Booth Construction - Booth spaces a 10' x 10' area, if Vendor setup is larger than 10' x 10', an additional booth must be purchased. All Vendors are to provide a 100-foot power cord (UL outdoor approved 12 gauge) to reach the power source. Tents and contents shall be secured overnight for safety and inclement weather. In the event a trailer is used as a Booth it must be within the booth space. Vendors will confine their operations to the Booth and shall not tack or place advertising material or solicit business outside the Booth space unless approval has been obtained by Festival. The Festival reserves the right to remove a booth from the festival if the booth is constructed in an unsafe manner.

Booth Setup/Teardown - All Vendors are responsible for their own set-up, including lighting, tents, chairs, and tables. Vendors will receive location upon arrival. All other Vendors will be permitted to begin assembling booth no earlier than 02:00pm on Tuesday, July 4th. No equipment or structure may be brought in earlier. If you have not checked-in by 04:00pm, your vendor space will be forfeited. No refunds will be given. The booth must be finished and operational by 5:00pm for the Fire Marshal and Health Inspections. Teardown on Tuesday, July 4th cannot begin until the fireworks show is over and the crowds have diminished, approx. 10:00 pm. Subleasing of all or any of the assigned Booth space by the Vendor is strictly prohibited.

Electricity - Vendor must indicate on the contract electrical power needed. Vendors requiring must pay at the time of contracting.

Cleanup - Vendor's booth must be kept clean and all trash deposited in containers provided. Recycle the following items: cardboard, mixed paper, plastic bottles, aluminum cans and glass bottles.

Sales Tax - The sales tax rate for Parkville Old Town District is 8.6%. Upon check-in. The Department of Revenue requires all Vendors to have their own Missouri Tax Identification number if they make retail sales. If you need assistance contact the Missouri Department of Revenue at 573-751-2836 or visit www.dor.mo.gov.

Sound Restrictions - The Festival reserves the right to monitor and regulate the level of sound from all Booths. After two warnings about offensive sound, the Festival shall have the right to request that the offending Vendor vacate the Booth.

Vehicle Access - Vendors shall have access to the Festival area only before and after the hours of operation. All vehicles must be outside Festival boundaries by 05:00pm.

Refunds - No refunds will be offered in the event of rain, diminished crowd, or low festival attendance, or in the event that Vendor is asked to leave the Festival due to a violation of the terms set forth in this contract.

PARKVILLE 4TH OF JULY CELEBRATION 2023

Rules and Regulations Binding Both Parties to the Contract – Page 3

Rain-Out Clause - In the event of rain, the Festival will make a decision whether or not a "Rain-Out" will be called. Participants will be notified when vehicles may be allowed into the festival area. If you do tear down because of rain and a "Rain Out" has not been called, you must carry products out by hand. No vehicles are allowed on festival grounds without the permission of the Festival. Failure to comply with this rule may exclude you from participating in future festivals. If a "Rain Out" is called, refunds will not be issued.

Interpretation and Enforcement of Rules - Each Vendor shall comply with the rules and regulations. Vendor must comply with any and all statutes and ordinances of the State of Missouri, County of Platte and City of Parkville, including but not limited to, statutes and ordinances affecting health and sanitation and fire safety. The Festival shall have the right to interpret the following rules and regulations; to amend, add, or change 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 forfeiture of all participation rights of the Festival and may result in immediate eviction with no refund.

Southern Platte Fire Protection District

8795 NW N Hwy, Kansas City, Missouri 64153

816-741-2900 Fax: 816-741-7292

FESTIVAL FIRE CODE REGULATIONS

Prior to the start of any festival or event or the operation/selling of any goods or wares all booths, tents, trailer, and exhibit spaces shall have a fire inspection completed by the Southern Platte Fire Protection District.

ELECTRICAL:

- All extension cords shall be a min of 12 gauge and UL rated for outdoor and wet locations. No zip cords (small diameter cords for indoor residential use) with multi-plug outlets will be allowed. All cords shall be 3 prongs with a ground. Any Cord without a ground prong will not be accepted.
- All power strips shall be surge protected with a breaker reset and rated UL for outdoor and wet locations. Multi cube blocks extension cords will not be allowed.
- All electrical wiring for lighting inside a tent and concessions shall be securely installed and located so as to not be physically damaged. All lamps shall be protected from accidental breakage by a suitable fixture or lamp holder with a guard. All lamps shall be UL rated for outdoor use and wet locations. No animal heating lamps with metal shrouds will be allowed.
- Cord connections shall not be laid on the ground and shall be protected from the rain; Extension cords shall not be placed in the audience traffic paths or within areas accessible to the public.
- All power cords from portable trailers shall have the appropriate RV style plug for 30 amp or 50 amp connection. No makeshift cords and reducers shall be allowed to connect to City power pedestals. All electrical connections to trailers shall meet the NEC 2005 edition, article 551- recreational vehicles and trailers.
- Each trailer will be inspected for electrical violations, such as open wires, covers on outlets. Exterior trailer lighting shall be UL rated for outdoor use; lighted signs shall also be UL outdoors rated.

GAS APPLIANCES:

- All propane bottles will be secured to a solid, (not able to be moved) fixture to prevent overturning.
- All hoses and regulators shall be standard and not modified.
- All shutoff wheels shall be on the tanks.
- Cooking and heating equipment shall not be located within 10 ft. of exits or combustible materials.
- Location of LP containers shall be outside the tent with the safety release valve pointed away from the tent, or canopy.
- LP containers shall have a minimum separation between the container and the structure not less than 10 feet.
- Tents, where cooking is performed, shall be separated from other tents, or canopies by a minimum of 20 feet.
- All tents should be fire retardant.
- Outdoor cooking that produces sparks or grease-laden vapors shall not be performed within 20 feet from a tent, or canopy.

FIRE EXTINGUISHER:

- A minimum of a 5 lb. ABC fire extinguisher shall be located in all trailers, tents or other canopy structures.
- Fire extinguishers must be tagged with a current inspection tag by a certified fire extinguisher company.

FLAMMABLE AND COMBUSTIBLE LIQUIDS:

- Flammable liquids, (gasoline) shall be stored in an approved manner not less than 50 feet from all tents, canopies, and trailers.
- Generators shall be separated from tents, canopies, and trailers by a minimum of 20 feet, and shall be isolated from contact with the public by a fence, enclosure, or other approved means.

Dean Cull
Fire Marshal