

Ames Main Street Cultural District

Vendor Rules, Application, and Agreement



Address

Main Street Cultural District
304 Main
Ames, IA 50010
amesdowntown.org

Events Coordinator

Edana Delagardelle
events@amesdowntown.org
515-233-3472

Ames Main Street Cultural District

Event Rules & Regulations

By submitting the MSCD Vendor Application, potential vendors acknowledge they have received, understand, and agree to follow all the policies and procedures set forth by the Ames Main Street Cultural District (AMSCD) and are responsible for adhering to all state, local, and federal laws. AMSCD reserves the right to remove any vendor at any time for failure to comply with these Policies and Procedures. Disregarding any guidelines established in this document or any state, local, or federal laws may result in action being taken.

Event Fees:

Community Events: Events organized by MSCD and free for the community to attend.

Full Investor – Free

Non-Investor - \$100 per event

Ticketed Events: Events organized by MSCD where tickets are sold to raise funds for the organization.

Investor - \$150 per event

Non-Investor - \$300 per event

Payments can be made by check or credit card. Please send payments to Ames Main Street Cultural District or deliver to 304 Main Ames, IA, 50010.

1. If cancellation is made at least two weeks prior to the event, vendors are refunded 90% the fee. If cancellation is made 2-13 days prior to the event 50% fee is refunded. No refund is made if cancellation is made within 48 hours of the event.
2. Reliability and punctuality are crucial to running a successful event. The entire event is affected if a vendor does not show up. Vendors are required to call or email 48 hours in advance if they are unable to attend an event they are approved for. Unforeseen events and emergencies will be considered on a case-by-case basis.

Stall Rules/Stall Assignment/Stall Info

- a. **Vendor Identification**- Each vendor must display a sign clearly identifying their business by name and location. All signage and postings must be placed within the vending stall. Signage cannot be placed on light poles, meters, sidewalks, or patron walking areas. Signs must be 8-inches x10-inches or larger and must be legible. Signs must be in place by the start of the event and must be clearly displayed until the end of the event.
- b. **Posting Price and Product Info**- Vendors must clearly label the name and price each item. This information can be posted at one of two locations: 1) on a sign at or near the product or 2) on a large sign board that includes the names and prices of multiple products. All product descriptions must be accurate, truthful, and in compliance with the law. Signage cannot be placed on light poles, meters, sidewalks, or patron walking areas.
- c. **Stall Sizes** are 10' x 10' unless other arrangements are made.
- d. **Stall Assignment**- All approved vendors must set up on their pre-assigned stall spaces.

- e. Staffing- Booths must be staffed at all times by a legal adult who is listed on the vendor application. Persons under the age of 16 may not staff a booth unless at least one person age 18 or older is in the booth to supervise them. Vendors are responsible for making sure all persons working at their booth are familiar with, and adhere to all event rules, regulations and guidelines.
- f. Anchoring Equipment- Items including tents, umbrellas, or any other items that can be hazardous during windy conditions must be anchored to the ground. Since the events are on a public street, no items may be driven into the ground (such as stakes or nails) or tied to meters or poles.
- g. Subletting and Transferring Stall Space- Vendors may not sublet space nor are vendor contracts transferrable to third parties.
- h. Insurance- Vendor agrees to purchase and have a certificate of general commercial liability insurance with at least \$500,000 in coverage & name **Ames Chamber of Commerce and City of Ames** as additional insured and certificate holders. Certificate must be on file at the Ames Chamber of Commerce office prior to vending at any AMSCD event. Certificates can be sent to:
 - Ames Main Street Cultural District
 - 304 Main Street,
 - Ames, IA 50010
- i. Electricity- Certain stalls have electricity capabilities for a fee of \$10. For vendors in spaces without electricity, that require electric outlets, a generator is may be used. Generators producing over 70 decibels of sound will not be permitted to be used during any event. Event management may request a vendor to vacate the premises for a generator noise violation or to make immediate modification to their operation to bring noise level under compliance at vendor's expense and without refunding vendor fees. Generators producing less than 70-decibels of sound may still be considered a nuisance by the Market Manager. If this is the case, the event manager can require vendors to modify their operations or to remove the generator(s) from the event. All vendors using electricity must provide extension cords and mats to cover cords that lie in areas used by customers or other vendors.
- j. Permits/Licenses/Taxes- Each vender is responsible for obtaining all necessary permits and licenses, and paying all applicable sales taxes and fees, as required by state, federal, and local laws.

Application Review

- a. Application Review- A Selection Committee will review each vendor application. Each vendor's product offering will be reviewed for multiple criteria: point of origin, product type, mix of product offering, added value, similarity of product offering to other approved vendors, as well as any other criteria deemed important by the Selection Committee at time of application review. Ames Main Street Cultural District reserves the right to approve, refuse, & limit products to be sold at AMSCD Events.

Required Vendor Performance

- a. Behavior- Profanity, yelling, heckling, and offensive behavior will not be tolerated. Attracting customers through shouting or through voice augmentation devices (such as megaphones) is not allowed. All vendors, customers, event staff, and local business representatives must be treated with respect.

- b. Aesthetics- The event location and each vendor stall must be kept clean and tidy at all times throughout the event. Vendors must furnish tools and equipment necessary to maintain event and stall appearance. Booths must be clean and non-cluttered and have a professional appearance. The Event Manager is the final judge on event cleanliness and booth aesthetics and reserves the right to require vendors to correct aesthetic and cleanliness issues.
- c. Clean-up at end of event- All vendors are responsible for the **proper and complete clean-up** of litter, product “spoilage,” paper, balloons, pop cans, packaging materials, cartons, etc., in and around their area. **Vendors must take ALL refuse items off event premises after the event closes.** City of Ames, Ames Main Street Cultural District, and business provided trash receptacles in the event area may not be used by vendors, nor may vendors use those receptacles for their trash. Such trash receptacles are intended for use by customers, not vendors.
- d. Stall Set-Up and Tear Down
 1. Vendors may begin set up at the agreed upon time with the event manager. These times vary between the different events. Vendors will not be allowed to set up if they arrive later than one hour prior to the event unless otherwise arranged.
 2. *Vehicle*- Vendor stalls do not allow space for a vehicle. Vendor must move vehicle out of the event premise promptly after unloading and before setting up booth and product. Exceptions to this rule will be made on a case by case basis.
 3. All vending tables, tents, merchandise, and inventory must be set up in the street, butted up against the curb unless otherwise instructed by the Event Manager. All signage and posting must be within vending space.
 4. Stall tear down- Vendor tear down may not begin before the end of the event. Vendors may not enter the event premise to load their vehicle until their booth and products are completely torn down and ready to be loaded. For safety reasons the street is barricaded until all event spectators are gone. Any barricades moved by vendors while exiting must be replaced by the vendor. Vendors who are seen leaving the event area without replacing barricades will be considered in violation of this rule and will be fined, as noted in compliance and enforcement.

Event Manager / Event Staff Authority

1. The Event Manager has ultimate on-site authority. All rules of the event are enforced by the Event Manager, Event Staff, and the Ames Main Street Cultural District. Complaints or problems should be directed to the Event Staff in a timely manner. The Event Manager reserves the right to make exceptions to event rules.
2. If a vendor does not abide by the rules of the event or comply with federal, state and local regulations, the Event Manager may take any action deemed necessary, up to and including the suspension or expulsion of vendors from future events.
3. Event Manager and/or Event Staff will evaluate vendors using the On-site Vendor Compliance Checklist. Checklist includes written notice of compliance, notice & fines. Evaluation frequency is made at the discretion of the Event Manager, Event Staff, or the Ames Main Street Cultural District.

4. Customer compliments and complaints from other vendors will be communicated to vendors and kept on file at Ames Main Street Cultural District office. Complaints may result in further inquiry or disciplinary action including up to and removal from event premises.

Miscellaneous

1. *Pets* are not allowed in vendor booths with the exception of service animals. Posting of pets/animals for sale is not allowed. In addition, the sale of live animals is not allowed at any AMSCD event.
2. Smoking is prohibited by all event vendors on event premises.
3. *Parking*- Vendors may not park in parking spots located on the street. Recommended parking location: Depot Lot TT located just west of Kosama building, lots located behind buildings on the south side of Main Street in the 200 and 300 blocks, and City Hall parking lot at 5th and Clark.

Ames Main Street Cultural District Vendor Application/Agreement

Section A

Name(s): _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone (Daytime): _____ (Evening): _____

Cell Phone: _____

E- Mail: _____

Please mark your primary category with an "x"

_____ Investor _____ Non - Investor

Event you want to vend at: _____

*If you are not sure if the event is a community event or a ticketed event please contact Edana Delagardelle at 515-233-3472 for further instruction.

Retail Vendors

Please describe the items you wish to sell at the Event:

Please submit pictures of the items or item types along with your application

Food Vendors

List the menu of items you wish to sell at the Event:

Additional Information

Does your booth require electricity? See *Section IV(i)*

- Yes and I would like to apply for a stall with electricity- \$10 per event (spaces are limited)
- Yes and I am supplying my own generator
- No

Comments:

Stall Plans

How many tables are you going to set up?

What are the dimensions of each table?

Are you going to set up a tent? If so, what is the size?

Will anything be on display outside the parameters of the tent?

Additional stall space comments:

Sketch a basic diagram of your anticipated booth layout along with dimensions

A large grid for sketching a booth layout with dimensions. The grid is 20 units wide and 20 units high, providing a space for drawing and labeling the booth layout.

Ames Main Street Cultural District Vendor Agreement/Application

WHEREAS _____ (“Vendor”) wishes to rent a booth from Ames Main Street Cultural District , and

THEREFORE, in consideration of the lease of the booth and other good and valuable consideration, the parties agree as follows:

1. Vendor agrees to pay AMSCD required rent for a booth space
2. Vendor agrees to purchase and have a certificate of general commercial liability insurance with \$500,000 limits & name **Ames Chamber of Commerce and City of Ames** as additional insured and certificate holders. Certificate must be on file at Main Street Cultural District prior to vending. Vendor is required to furnish proof of insurance **after** application acceptance.

3. Vendor agrees to indemnify and hold harmless Ames Main Street Cultural District, Ames Chamber of Commerce, and the City of Ames, and their employees, officers, directors, successors and assigns, against and from all of the following in connection with the event.

(a) ALL claims, demands, actions and causes of action, together with the costs and expenses, including attorney fees of defending such a claim, resulting or arising from any claimed loss or damage to persons for injury or death or in property which may be due or result from the installation, occupancy, operation, use, maintenance or repair of any stand, bay, booth or other installation or structure of any kind.

(b) ALL claims, demands, actions and causes of action, together with the costs and expenses, including attorney fees of defending such a claim, resulting or arising from any claimed damage from consumption of products, food or goods which are sold, obtained, received or acquired from any booth or other installations of any kind leased to the Vendor.

4. Vendor shall pay Ames Main Street Cultural District the full amount of any loss or damage including, but not limited to court costs and attorney fees, which it may sustain, incur or become liable for defending or prosecuting any action or claim arising from this Agreement.

5. Vendor agrees to obtain at Vendor’s cost all licenses and permits required by the City of Ames and State of Iowa.

6. Vendor agrees to obtain an Iowa sales tax permit and to collect and pay to the State of Iowa all applicable sales and local option taxes.

7. Vendor has received, understands, and agrees to follow all rules and regulations set forth by the Ames Main Street Cultural District as stated the Rules, Application, and Agreement document for AMSCD events.

8. The laws of Iowa shall govern this Agreement and be binding upon the parties hereto.

Date: _____

Vendor Name (please print)

Vendor (authorized signer) Signature

Please sign this agreement and submit to:

Ames Main Street Cultural District
304 Main
Ames, IA 50010

Payment

Payment Method

- Check
- Credit Card

Amount Paid _____

Check Information - Please make checks payable to Ames Main Street Cultural District and send to:

Ames Main Street Cultural District
304 Main
Ames, IA 50010

Credit Card Payment

- Visa
- MasterCard

Card Number

Expiration Date

Name on Card

Security Code

Signature