



# Blue Springs Fall Fun Festival

## Vendor Application

### September 16-18, 2022



<input type="checkbox"/>	Member
<input type="checkbox"/>	Returning Vendor
<input type="checkbox"/>	New Vendor

### Vendor Information:

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 (or PO Box) _____	City, State, Zip _____	Phone _____

Facebook/Social Media Handles (for promoting and tagging your business/booth during the event) \_\_\_\_\_

### Vendor Categories:

For a complete description of Vendor Categories, please see reverse side of application

Category	Fee	Not for Profit Category	Fee
<input type="checkbox"/> Commercial Vendor	\$475	<input type="checkbox"/> NP Non-Food Selling Vendor	\$300
<input type="checkbox"/> Market Vendor	\$375	<input type="checkbox"/> NP Information Only Vendor	\$250
<input type="checkbox"/> Food Vendor	\$575	<input type="checkbox"/> NP Food Vendor	\$400
<input type="checkbox"/> Snack Food Vendor	\$375	<input type="checkbox"/> NP Snack Food Vendor	\$300
<input type="checkbox"/> Handmade Arts & Crafts Vendor	\$250	<input type="checkbox"/> NP Game Vendor	\$250
<input type="checkbox"/> Game Vendor	\$300		

**Vendor Checklist**

**Read all policies on page 2**

**Enter your contact info**

**Select your Vendor Category**

**Describe your Vendor Space**

**Check your Electricity needs**

**Note any special requests**

**Initial & sign Vendor App**

**Include Payment & Insurance**

**Send App to The Chamber**

List all items being sold, displayed, or describe game: \_\_\_\_\_

### Booth Space and Electricity Requirements:

For a complete description of Booth Space and Electricity policies, please see reverse side of application

Qty		Fee	
<input type="checkbox"/>	10' X 10' X 10' Booth Space	Incl	** Includes 200 Watts of electricity (enough to power a fan, a light, a phone, etc.)
<input type="checkbox"/>	Additional Electricity (20 AMP)	\$150	** Please contact The Chamber for questions on powering specific equipment

If you will be using a trailer in your space, list exact dimensions, including trailer tongue (LxWxH): \_\_\_\_\_

\_\_\_\_\_ I understand that I will not be assigned a booth space without full payment, signed Vendor Application, and proof of Liability Insurance  
Initial \_\_\_\_\_

### Booth Space Special Requests

Member/Returning Vendor Space/Location requested: \_\_\_\_\_

Any other Special requests for all Vendors: \_\_\_\_\_

\_\_\_\_\_ I understand that special requests are not guaranteed and are granted at the discretion of the Festival Committee  
Initial \_\_\_\_\_

### Acknowledgements

I have read and agree to comply with (please initial):

Liability Insurance/Indemnity Policy _____	Booth Space Policy _____
Set-Up/Removal Policy/Clean-up Policy _____	Electricity Policy _____

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.

\_\_\_\_\_  
Signature Date

<b>Payment Information:</b> Card number _____ CCV _____ EXP _____ Make checks payable to BLUE SPRINGS CHAMBER OF COMMERCE 1000 W Main Street, Blue Springs, MO 64015 (816) 229-8558 ** A \$35 fee will be charged for all returned checks	<b>FOR OFFICE USE ONLY</b> Insurance _____ Payment _____ Electricity _____ Booth # _____
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**Festival Information is available online at [www.bluespringsfallfestival.com](http://www.bluespringsfallfestival.com)**  
**Vendor information packets will be mailed on or after July 27, 2022 to the address listed on your application. Email application to [tduren@bluespringschamber.com](mailto:tduren@bluespringschamber.com)**

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. Insurance must be valid through September 19, 2022. Email application to tduren@bluespringschamber.com

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** - 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. You may provide a copy of your insurance coverage from your insurance agent, or for your convenience we have included a company that specializes in vendor insurance. Act insurance <https://www.actinsurance.com/> OR 844-520-6991. Insurance must be up to date and valid through September 19, 2022.
- 4) **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.
- 5) **TAX OBLIGATIONS** – Vendors are required to follow all city, state and federal laws, as noted above, including the collection of appropriate sales tax. Vendor is responsible for the reporting of sale tax. Vendors must also be current in all sales tax obligations to the State of Missouri and/or the City of Blue Springs.
- 6) **VENDOR CATEGORIES** - \*\*Vendor Application must have all items listed – no other items will be allowed in the booth space without approval of Festival Committee.
- A) **Commercial Vendor**– Commercial Vendors (siding, construction, windows, window treatments, or solicitation of business services incl. chiropractors, carpet, water filtration, etc.)
  - B) **Market Vendor**—ex: Avon, Tupperware, jewelry, and any product not personally made by you the vendor.
  - C) **Food Vendor & Not for Profit Food Vendor** – Vendor selling any food item that contains meat such as hamburgers, hot dogs, pizza, sausage, chicken, fish, tacos, etc.
  - D) **Snack Food & Not for Profit Snack Vendor Vendor**– 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.).
  - E) **Arts & Crafts Vendor**– Items that are handmade by the Vendor. Color photographs of work vendor will exhibit at the Festival must be submitted with Vendor Application of Arts & Crafts to be sold at Festival. Vendors will be judged on criteria based on available space, and quality of merchandise that reflects diversity and a Festival atmosphere.
  - F) **Game Vendor** – Operation of carnival-type games involving skill.
- 7) **BOOTH SPACE** – Booths are 10’ deep x 10’ wide. All booths have a 10 ft. height restriction UNLESS OTHERWISE APPROVED OF BY FESTIVAL COMMITTEE. If trailer, including tongue, is larger than 10’X10’, Vendor will be required to purchase an additional space. 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 be asked to cease said action. 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. Providing credit card information and signing of application authorizes the Chamber to process booth payment. Before set-up can begin, vendors who place phone orders MUST come to the Chamber office, sign the application, and make payment. Checks post-dated or returned unpaid by the bank may result in immediate disqualification. Vendors will be charged a \$35 returned check fee.
- 9) **BOOTH SETUP/REMOVAL**- Vendor must comply with setup/removal instructions provided in vendor packet. Vendor packet will be mailed on or after 7/27/22.
- 10) **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 advertisements outside Vendor 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.
- 11) **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.
- 12) **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 and/or request the offending Vendor vacate the booth space.
- 13) **SALE OF SOFT DRINK and/or BOTTLED WATER** – Only soft drink and bottled water products purchased from festival contractors are allowed for resale by Vendor. 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. 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.
- 14) **CLEANUP** – Vendor booths must be kept clean. All refuse, rubbish, and garbage must be deposited in containers provided. Vendor trash containers are to be emptied and contents disposed of at regular intervals each day. Food vendors must keep booth floor and surrounding area clean of food and grease at all times. At the end of each night, please use a solvent or heavy duty cleaner to scrub the all areas. Any food, grease or charcoal not disposed of properly will result in a \$500 fine and will jeopardize Vendor participation in future festivals.
- 15) **FESTIVAL SCHEDULE** – Friday, September 16, 2022 from 12:00 pm - 10:00 pm, Saturday, September 17, 2022 from 10:00 am - 10:00 pm, and Sunday, September 18, 2022, 10:00 am - 4:00 pm. Booths are to be manned at all hours of operation. In the event Vendor sells out of product, said Vendor shall 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 from 10:00 am – 12:00pm.
- 16) **ACCESS TO THE FESTIVAL GROUNDS** – Vendor will 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 during Festival hours. Police and Festival Safety may limit access if crowd conditions warrant. No parking permits are given to Vendors. Parking is first come, first served, and available in various areas outside festival grounds.
- 17) **CANCELLATION** – Vendor shall notify the Chamber in writing of intent to cancel this contract no later than July 31, 2022 in order to receive a 50% refund. Cancellations after July 31, 2022 are not eligible for a refund.
- 18) **ELECTRICITY** – Vendors are provided 200 watts at 110 volts per booth. Vendor shall indicate on Vendor Application electrical power needed. Placement of booth spaces are determined by electrical needs. Requesting additional power after 8/15/22 may result in additional fees to Vendor. Generators are not allowed.
- 19) **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, all knives, throwing stars, guns, toy guns, water guns, and brass knuckles, unless permitted by Festival Committee. Vendor shall not 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.
- 20) **PET RESTRICTION** - No pets will be allowed inside the barricades during Festival. Do not bring your pet 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.
- 21) **NO SMOKING IS ALLOWED ON FESTIVAL GROUNDS.**

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 2022 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.