

TroopFest 2009 Vendor Application

Please Print or Type:

Vendor Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: (____) _____ Email or Website: _____

Vendor Products (**continue on reverse**): _____

I am a (circle one): Returning Vendor New Vendor

I request (check one): **Food Booth \$100** **Retail Single Booth 10ft x 10ft \$80**
Retail Double Booth 10ft x 20ft \$160

I request power for the booth at an additional fee of \$10 Yes ___ No ___

Agreement: This Agreement is between Veterans Committee of Harvey County TroopFest (herein called "TroopFest") and the vendor listed on this Application and Agreement (herein called "Vendor"). TroopFest and Vendor are mutually entering into a short term Agreement to: display, promote and sell their product at 2009 TroopFest. Dates for the 2009 festival are July 18th and 19th. Vendor set up times start at 9pm Friday, July 17th, until 9:30am Saturday the 18th, with gates opening to the public at 10am Saturday, July 18th. Event will run from 10am until 10pm Saturday and 11am to 8pm Sunday. *Incase of bad weather alternate dates will be the following weekend, July 25th & 26th.*

Booth Fee: Vendor agrees to pay the Vendor Booth Fee. TroopFest does not charge a commission on sales. The Booth Fee IS REFUNDED to the vendor ONLY in the event that the application is rejected. If the vendor is accepted and cancels for any reason, all fees are nonrefundable. Vendor receives 2 vendor-parking passes. Please include the booth fee with your signed Agreement.

Notification: This is a non-juried, space available event for vendors (retail or food). Vendors will need to include detailed information about the products they will be selling. This list should be detailed. We reserve the right to reject vendors who have unsuitable products for our event. Returning vendors receive priority. Vendors are accepted into TroopFest upon approval and if payment is received by the deadline. Vendors are notified of acceptance via email. (It is suggested that you authorize Chairman@vchcks.org to your accepted list of email addresses.) It is imperative that you include your email address when submitting the application. Late applicants are accepted only in the event that space is available.

Booth and Electrical: This is an outdoor event. *TroopFest provides an assigned space only. Vendors should provide a canopy and tables etc. for their space.* Canopies, umbrellas or pop-ups must be safely anchored to the ground. Any vendor failing to sufficiently anchor their canopy to the ground will not be permitted to sell their products until it is either removed or anchored. Power is available in a limited number of booths and can be purchased at a cost of \$10.00 per booth (single or double). This is for 1 (one) 20-amp circuit only - the equivalent of one household plug. NO EXCEPTIONS! Additional power needs must be discussed with our board prior to acceptance at TroopFest. Vendors who receive approval for electrical usage must supply their own 3 prong heavy-duty extension cords in a length of at least 200' - 225'. Inferior cords will not be allowed. No "piggy backing" of other vendor's extension cords are allowed. All power usage will be inspected by staff to see if it conforms to our requirements. Personal generators are acceptable in your booth. The vendor agrees to maintain their booth during TroopFest hours. Set up is Friday July 17th at 9pm until 9:30am, Saturday the 18th. Your booth must be ready no later than 9:45 am on Saturday morning. Break down is Sunday, July 19th starting at 8:00pm or **after** the close of the festival. **NO VENDOR MAY BREAK DOWN THEIR BOOTH PRIOR TO THE OFFICIAL CLOSING.**

Sales & Security: Vendor sales, and/or local or state taxes or Harvey County Health Department permits for food booths are the sole responsibility of the vendor. Vendor and vendor assistant must remain at the booth during TroopFest. Security will be provided during the event. Any damage or theft of materials or products of the vendor or assignee; or theft or damage of any personal belongings of the vendor or vendor assignee during the hours of TroopFest, overnight, at setup or breakdown or any other time is the sole responsibility of the vendor and is not the responsibility of TroopFest, its board, managers, volunteers, staff or assigns. For liability purposes, the vendor is responsible for their own setup and break down. All vendors shall act in a professional manner and according to community standards and norms. For security purposes, management reserves the right to remove any individual for any reason from TroopFest.

Liability and Hold Harmless: All work is done at the vendor's risk. Vendors shall take all necessary precautions and shall be responsible for the safety of vendors, vendor employees, agents, assigns and subcontractors in the performance of the work hereunder. Any intentional breach of this Agreement, any personal injury or damage to the Mall property or personal property or any damage or injury to Veterans Committee Of Harvey County or TroopFest due to unintentional, negligent or intentional acts on the part of the vendor or his assign sustained by any organization or individual including but not limited to Veterans Committee of Harvey County and its board, TroopFest, Chisholm Trail Mall, the Vendor or Vendor employees, his agents and assigns, TroopFest patrons, volunteers, staff, subcontractors or any other individual shall be the sole responsibility and liability of the vendor. Vendors shall maintain general liability insurance, and are responsible for insuring products, employees, agents, assigns and subcontractors in the performance of the work hereunder, and must include TroopFest as Additional Insured on their liability policy. **ANY VENDOR NOT HOLDING VALID LIABILITY INSURANCE PERFORMS ALL WORK AT THEIR SOLE RISK AND ASSUMES ALL LIABILITY.** The Vendor shall defend, save and hold harmless Veterans Committee of Harvey County, TroopFest, their respective officers, agents, board members, staff, volunteers, sponsors and assigns from any claims, damages, losses, liability or expense (including all attorney fees) which may arise from negligent performance, unintentional or intentional breach by the Vendor of this Agreement. The laws of the State of Kansas shall govern the rights and liabilities of the parties. Any lawsuit must be brought in Harvey County District or Superior Court in Newton, Kansas, and the prevailing party shall be entitled to an award of reasonable attorney fees against the other party. TroopFest reserves the right to void this Agreement for any reason. In consideration of the mutual covenants contained herein, the representatives sign below:

_____/_____
Vendor Date
_____/_____
VCHC Board Member/Committee Chair Date

Make Checks Payable to: Veterans Committee of Harvey County

**Return Application and Booth Fee to:
TroopFest
1220 Columbus Circle
Newton, KS 67114**

FESTIVAL USE ONLY:
2009 Accepted
Yes___No___Alternate___
Power? Yes___No___
Vendor Booth Space # _____

Entered into database _____

Once approved, food vendors must supply a copy of their Harvey County Health Department or Other County permit or waiver to TroopFest. This must be in our hands by May 21st, 2009.