

FOOD VENDOR # \_\_\_\_\_

# City of Westover

ARTS & CRAFTS VENDOR # \_\_\_\_\_

(to be assigned upon receipt)

P.O. BOX 356

(to be assigned upon receipt)

Westover, AL 35185

(205) 678-3375 ext. 1 (205) 678-3376 fax

## WESTOVER DAY IN THE PARK

### Vendor Application

May 2, 2020

10:00 a.m. to 2:00 p.m.

Application Type: Food Vendor Arts & Craft Vendor Other: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Business or Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street

City

State

Zip

Email Address: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Description of Vendor Booth Items: \_\_\_\_\_

#### GENERAL TERMS OF VENDOR PARTICIPATION AGREEMENT

All Applications must be received by **April 24, 2020** at 5:00 p.m.

- Vendor shall pay to the City of Westover a VENDOR APPLICATION FEE for booth rental space. The fee schedule is \$25.00 for food vendor and \$25.00 for arts/crafts and other. Payment is due at the time of application. Fees are non-refundable.
- Vendor shall be responsible for set-up and removal of their own equipment, fixtures and other property. Electricity will NOT be provided. Set-up shall begin at 8:00 a.m.
- Food vendors must list and sell only items listed on the application.
- Vendor shall occupy only the assigned space which is 12 feet x 12 feet.
- Vendors shall have adequate protection for inclement weather, the sun and heat. Vendor shall be prepared to continue vending from the allocated space in the event of rain. Bring appropriate coverage. If weather becomes too inclement to operate vending booths. **The City of Westover will be responsible for making final determination of outdoor operations.**
- Vendor shall provide adequate personnel for the operating hours of the event which are 10:00 a.m. to 2:00 p.m.
- Vendor may not sell or consume alcoholic beverages.
- Vendor shall comply with all laws, ordinances, rules and regulation of any lawful authority, agency or government unity which apply to the use of its vending unit requirements, including without limitation, any applicable fire and building code of the City of Westover, and health regulation of the Shelby County Health Department.
- Vendor agrees to indemnify and hold harmless the City of Westover, its officers, directors, representatives, employees, and agents for all penalties, fines, costs, expenses, damages, from the participating vendor's failure to comply with such laws.
- Vendor shall maintain allocated space and vending unit in a neat, safe and orderly condition during the event.
- Vendor shall furnish trash containers and bags, and bag all garbage on a regular basis during the event. At the conclusion, vendor must remove garbage, and equipment from the allocated vending space.

- Vendor agrees that THE CITY OF WESTOVER, its officers, directors, representatives, employees, and agents shall have no responsibility whatsoever for any loss or damage to vendor's equipment, supplies, or other property.
- Vendor agrees to indemnify and hold harmless representatives, employees, and agents of the festival and/or the CITY OF WESTOVER against all claims of any person whomsoever, from acts or omissions of the vendor, its representatives, employees, agents, patrons, or guests.
- THE CITY OF WESTOVER may, at its election, terminate the 'Participating Agreement' between THE CITY OF WESTOVER and vendor any time upon a breach. Upon termination, vendor shall have no rights and THE CITY OF WESTOVER shall have no obligations under the said 'Participating Agreement.'
- Parking allowed in park during set up only.
- Payment with application exempts business license fees and sales taxes.

I have read the 'General Terms of Vendor Participation Agreement' and agree to abide by its rules and all terms and conditions set forth therein.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Please keep a copy of this agreement for your record