

FOOD VENDOR # _____

City of Westover

ARTS & CRAFTS VENDOR # _____

P.O. BOX 356

Westover, AL 35185

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

WESTOVER DAY IN THE PARK

Vendor Application

May be emailed to: pzadmin@westoveralabama.org

Or drop off at City Hall

May 1, 2021

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 23, 2021** at 5:00 p.m.

- There will be NO VENDOR or License FEE for booth rental space.
- 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, 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. All private vehicles shall be removed by 10:00 am

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