

Hispanic Heritage Festival 2023

Non-Profit Application and Agreement

ORGANIZATION NAME: _____

CONTACT PERSON'S NAME: _____ TELEPHONE: _____

ADDRESS: _____ TAX NO: _____

CITY: _____ STATE: _____ ZIP: _____

1 - 15x15 space = \$25 _____ Electric 1 – 110 outlet = \$10 _____

Please Note: This is for the 15x15 space only. Please indicate above if you need electricity.

Waiver of Responsibility

I understand that I am personally responsible for my belongings at all times. I hereby agree to release and to hold harmless the City of Frankfort, Indiana, its officers, employees, agents and volunteers from any and all liabilities, claims or causes of action, of whatever kind, arising out of or in any way connected with my participation in the Frankfort Hispanic Heritage Festival. I agree to hold the City of Frankfort, Indiana, its officers, employees, agents and volunteers harmless for any injury that might occur to myself, any co-workers, or any customers while at my booth.

Signature

Signature (if more than one person at booth)

Detailed description of my items to be given away: (Attach additional page if necessary)

A PHOTOGRAPH MUST BE INCLUDED WITH THIS FORM

Detailed description of my booth (table surface only, side walls, top covering, etc.)

Please make checks payable to: Frankfort Parks Department, 1 Adrian Marks Dr., Frankfort, IN 46041

OFFICE USE ONLY:

Paid in full \$ _____ Check# _____ Cash _____ MO# _____

Booth size: _____ Electric: _____ Date: _____

WHAT: 2023 Frankfort Hispanic Heritage Festival
WHEN: Saturday, September 16, 2022
4:30 PM- 10:30 PM
WHERE: Prairie Creek Park, 260 E Washington Street, Frankfort, Indiana

This agreement is made this _____ day _____ 2023 by and between the City of Frankfort Parks Department and _____ hereafter known as "Vendor".

(Please print name of Vendor)

WHEREAS, the City of Frankfort sponsors a festival known as the Hispanic Heritage Festival held in Prairie Creek Park; Frankfort, IN;
WHEREAS, the Vendor has requested the opportunity to participate in such festival;
Now THEREFORE it is agreed as follows:

1. **Products, Service or Information Provided.** At the time of application, the Vendor shall provide to the City of Frankfort a complete list of retail items to be sold, service to be promoted, or other promotional information to be distributed at the Hispanic Heritage Festival. The City of Frankfort Parks Department shall, as soon as practical thereafter, inform the Vendor if any of the retail items, services or information is unacceptable to the City of Frankfort Parks Department, giving the Vendor a right to offer only these specific items, services or information. **The vendor agrees it will provide a sufficient quantity of each item on its approved list to fill orders from approximately 4:00 pm until 10:00 pm on Saturday, September 16, 2023.**
 2. **Food Vendors:**
If food items are to be sold, the Vendor must supply a copy of the required food vendor permit with booth rental application. Contact the Board of Health (1234 Rossville Ave, Ste B, Frankfort, IN 765-659-6385) for more information and permit. Vendors must comply with all food Vendor regulations. If cooking food at booth location, Vendor must comply with all fire hazard regulations. If cooking with grease you must have a K class Fire extinguisher.
 3. **Vendors Cannot:**
Offer for sale or distribution any knives, weapons, or live animals of any kind. Offer for sale or distribution any articles with inappropriate language or subject matter.
 4. **Alcoholic Beverages:** THE VENDOR SHALL NOT SELL OR MAKE AVAILABLE ANY ALCOHOLIC BEVERAGES.
 5. **Location of Stand.**
The Vendor shall set up its stand at the location specified by the City of Frankfort Parks Department. Vendors will receive booth assignments when they arrive to set up. Vendor may sell only from the stationary booth space, unless otherwise approved. Applications received and accepted after the venue has been filled will be put on a waiting list and placed, as space is available. Booth allocations will be done as applications are received and approved. The City of Frankfort Parks Department reserves the right to relocate vendors, if it is deemed necessary.
 6. **Set Up Time/Teardown Time.**
Set up times will be 12:30 pm – 3:30 pm September 16. The Vendor shall be completely set up and ready for business no later than 4:30 pm on September 16. All awnings shall be secured with a 40lbs weight on all corners. **THERE ARE NO EXCEPTIONS TO THIS RULE. FAILURE TO SET UP PRIOR TO THIS TIME SHALL BE CAUSE FOR VENDOR TO FORFEIT THEIR ASSIGNED SPACE AND ANY AND ALL DEPOSITS DEFINED BELOW.** The Vendor shall not dismantle its stand until after 10:30pm. **All vendors must be cleaned up and torn down by 12am (midnight).**
 7. **Check-in.** The Vendor shall check-in upon arrival to verify booth number and location of booth, and to receive assistance with electrical hook-ups, if required.
 8. **Hours of Operation:** Hours of operation of Frankfort Hispanic Heritage Festival will be from 4:30 pm until 10:30 pm. Vendors are expected to be present in their booth and open to traffic all hours that the Hispanic Heritage Festival is open. In the event of an all-day rain, vendors are expected to remain open unless the City of Frankfort Parks Department cancels the event. Those who choose to leave early will not be eligible for a refund, and may not be allowed into future events.
 9. **Pricing.** The Vendor shall establish its own prices for items to be sold at the Hispanic Heritage Festival.
 10. **Fees.** The City of Frankfort Parks Department requires a flat fee with this application for each booth space. Once a vendor has been accepted, **all application fees are non-refundable, whether or not the vendor attends the event.** Each booth "space" provides **15 feet by 15 feet of display space.** Preference on booth location will be determined by timely submission of application, type of product or service sold and power requirements. Vendors will be added at the discretion of the City of Frankfort Parks Department, but space is limited.
- THE CITY OF FRANKFORT PARKS DEPARTMENT RESERVES THE RIGHT TO DECLINE FEES AND APPLICATIONS TO AVOID OVER DUPLICATION OF PRODUCTS, SERVICE OR INFORMATION, OR IF THE GOODS OR SERVICES OFFERED IS DEEMED INAPPROPRIATE FOR THE EVENT.**
11. **Deliveries.** No vehicular traffic will be allowed in the vendor area after the start of the Hispanic Heritage Festival 2022 at 3:00 pm except as otherwise directed by the City of Frankfort Parks Department, the Vendor shall park all delivery vehicles only in parking spaces designated by the City of Frankfort Parks Department and all deliveries shall be made by push cart or by hand.
 12. **Electricity.** The City of Frankfort Parks Department shall, to the extent possible, provide the Vendor with 110-220 volt, Three Wire, Single Phase electrical service. The Vendor hereby recognizes that, due to acts and or occurrences beyond the control of the City of Frankfort Parks Department, including but not limited to precipitation, equipment failure and misuse by Vendors, said electrical service may be terminated at no fault to City of Frankfort Parks Department for lost or damaged goods. In the event of such termination, Vendor hereby holds the City of Frankfort Parks Department, its electrical subcontractors, installers, or any other parties listed in Section 12 of this agreement here of harmless for any and all liability there from.
 13. **Refuse Removal.** The committee will provide refuse receptacles and the Vendor shall notify the Committee or its designees when such receptacles are full.

14. INDEMNIFICATION AND PUBLIC LIABILITY INSURANCE.

Vendor's Responsibility. The Vendor releases the City of Frankfort Parks Department, the City of Frankfort and the State of Indiana (Hereinafter jointly and severally referred to as "Indemnities"), from, assumes the risk of, shall be responsible for, and shall indemnify the Indemnities and hold them harmless from any and all liability for any loss of or damage or injury to any person (including death resulting there from) or property occurring before, during, or after the Frankfort Hispanic Heritage Festival, regardless of cause. Vendors obligation to indemnify the Indemnities hereunder shall include the duty to defend against any claims asserted by reason of any loss, damage or injury for which Vendor is obligated to indemnify the Indemnities and the duty to pay any judgments, settlements, costs, fees, and expenses, including attorneys' fees, incurred in connection therewith. Notwithstanding anything herein to the contrary, vendor shall bear the risk of any loss or damage, regardless of cause, to its property.

Liability Insurance. At all times that Vendor is operating or conducting business on city property, Vendor shall maintain insurance for bodily injury, death, or property damage occasioned by reason of the operations conducted by Vendor, including products liability, with minimum liability limits of \$1,000,000 for bodily injury or death of any one or more persons in any accident or event, and in the minimum amount of \$250,000 for damage to property resulting from any one accident. A satisfactory certificate for such insurance shall be furnished to the City of Frankfort.

Workers Compensation. Vendor shall maintain workers' compensation insurance and employer's liability insurance for all Vendors' employees in strict compliance with state laws. Certificates evidencing such insurance shall be submitted to the City at least two (2) weeks prior to the Frankfort Hispanic Heritage Festival.

15. Cancellation. The Vendor hereby agrees that the City of Frankfort Parks Department may cancel the Frankfort Hispanic Heritage Festival 2022 in the event of inclement weather, damage or destruction of the vendor area or any other occurrence beyond the City of Frankfort Parks Department's control which, in the opinion of the City of Frankfort, would make the holding of the Festival impossible or impractical. If the Frankfort Hispanic Heritage Festival is officially canceled prior to 12:00 noon on Friday, September 15, vendor shall receive a refund of its power supply fee only, paid pursuant to Section 9 above.

16. Risk of Loss. The Vendor hereby agrees to bear all risk of loss occasioned or arising out of the fact that the Frankfort Hispanic Heritage Festival may be canceled or terminated under the provisions of the Agreement and that the Committee shall not be responsible for any losses suffered by the Vendor by reason of such cancellation or termination.

17. Authority. Each party executing this agreement on behalf of the City of Frankfort Parks Department or the Vendor hereby certifies that he or she is authorized by their respective organization or company to contractually bind said organization or company to the right obligations and remedies provided herein.

18. THIS VENDOR AGREEMENT AND THE ADDITIONAL VENDOR INFORMATION AND FEE CALCULATION SECTION CONSTITUTES AND REFLECTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SHALL ONLY BE MODIFIED BY A WRITTEN INSTRUMENT REFERRING TO THIS VENDOR AGREEMENT, SIGNED BY EACH PARTY HERETO.

IN WITNESS THEREOF, the parties have executed this agreement on the dates first mentioned above.

Non-Profit Name: _____	CITY OF FRANKFORT PARKS DEPARTMENT
Signed: _____	Signed: _____
Title: _____	Title: _____
Date: _____	Date: _____