



CITY OF GLADSTONE 2023 4th of July Celebration

VENDOR CONTRACT

This agreement, made on the _____ day of _____ 2023, by and between the City of Gladstone, and _____ hereinafter referred to as "Vendor", sets forth the agreement of the parties relative to the **2023 4th of July Celebration**, hereinafter referred to as "event".

Section 1 ~ Schedule

1. The event is scheduled for ***Tuesday, July 4th, 2023.***
2. Vendor load-in and load-out will only be permitted at specific times and locations due to the event layout.
4. All vendor applications are due by ***Friday, June 2nd, 2023. No exceptions will be made.*** Notification will be made to vendor of their assigned vendor location. Two vendor meetings will be held **ON-SITE (across from the Gladstone Marina in the Bayshore Ball Field outfield):**
 - ***Tuesday, June 13th, 2023, at 6:00 pm***
 - ***Wednesday, June 14th, 2023, at 10:00 am.***

Section 2 ~ Cost

1. To participate as a food vendor for this event, vendors will be charged a \$350.00 For Profit and \$100.00 Non-Profit fee. To participate as a non-food vendor for this event, vendors will be charged a \$100.00 For Profit and there will be no charge for Non-Profit vendors. A copy of the non-profit's 501(c)3 certificate must be submitted to receive the Non-Profit fee.
3. ***Payment in full in advance of event is due to the City of Gladstone with a completed application by Friday, June 2nd, 2023.***

Section 3 ~ Reimbursement, Cancellation & Termination Policies

1. All paid monies are non-refundable.
2. Cancellations:
 - a. If the City of Gladstone Cancels: This is an outdoor event, and therefore rain and other unpredictable factors are always a possibility. If your product/service or setup cannot handle outdoor weather, this may not be the event for you. The event is immediately over when evacuation orders have been issued by The City of Gladstone Staff. No reimbursements will be applied due to weather or other unpredictable factors. ***Rain date for fireworks is Saturday, July 8th, 2023.***

b. If Vendor Cancels: If you decide to cancel, you must give as much advanced notice as possible, so that staff may try to fill your booth space. Again, no reimbursements will be applied due to weather or other unpredictable factors.

3. Termination: The City of Gladstone reserves the right to terminate any vendor in violation of any policy or procedure, including ill-behavior toward staff and volunteers, event attendees, and/or other vendors. No refund will be issued.

Section 4 ~ Layout/Setup/Loading

1. Food Vendors will set up on the entrance to the Yacht Club on 10th street to compliment the 4th of July Map. (Vendors will be facing the water and serving towards the ball field.) A limited number of spaces will be accepted. Non-food vendors will be assigned throughout the ballfield/park event area.

2. **Vendors must be set up on Monday, July 3, 2023 - No Exceptions.**

3. Vendors must come prepared with enough products in order to stay open until the close of the event.

4. Vehicles are not allowed within the event space until AFTER the crowds have dispersed. Vehicles will be parked in the designated vendor parking area to the east of the Yacht Club (in the grassy area by the shed). Vendor parking area will not have access to leaving during event. DO NOT try to drive into a space with people still in the area.

6. Each vendor, if planning on operating out of a tent, MUST provide their own canopy, their own tables, chairs, and signage for their own booth. Your canopy MUST be weighted down. This is extremely important as your tent, or items within, can blow around and cause injuries or property damage.

7. A sign or banner with your business name is recommended so that customers know whom to look for when they return for more business! The signs / banners are to be affixed to your canopy. Business cards and other marketing materials are highly recommended.

Section 5 ~ Food/Beverage

1. Water is **NOT** available on site. The Harbor Building has water however it must be hauled to your location.

2. Ice/water emptying: If your booth requires water or ice, please DO NOT dump it at the event. Rather, remove it to an offsite location or your own property to dump. If a restaurant or vendor is caught in violation of this and as a consequence gets other vendors' products wet or damages them, the vendor dumping the ice/water will be expected to cover damaged fees and may be terminated from the event.

3. If you have a restaurant/catering license and are planning to sell ready-to-eat foods that are not considered farmer's market goods (i.e., hotdogs, prepared sweet corn w/butter, hamburgers sandwiches etc. or items that are considered high risk foods) you must obtain your own permits from the Public Health Department of Delta and Menominee County. Even if your business is not preparing food at the event, you are still responsible for obtaining a permit. Permits must be displayed in plain sight at the event and a copy must also be submitted to the City of Gladstone **by June 2nd, 2023.**

For more information please contact:

Public Health Department Delta and Menominee County. Delta Office - 906-786-9692

4. Vendors are only permitted to sell or promote the products in which they've agreed to within their contract and only within their assigned contracted space.
5. French Fries are the only food that is limited to sales by the Gladstone Volunteer Fire Department. In the event the Gladstone Volunteer Fire Department closes early; French fries would then be allowed to be sold by other vendors.

Section 7 ~ Presentation

1. The City of Gladstone will attempt to not put competing products next to one another when the event layout is established. However, occurrences, such as last-minute cancellation replacements, may occur when substituted from the waiting list.
2. Please take into consideration that you are part of your display, and your display reflects the event. **When you submit your vendor application for approval, please submit a photo of your vending booth/trailer for consideration.** We aim for a clean attractive look to the event. Please present clean hygiene and behave in a manner that promotes the advancement of the event. Our customers should enjoy a positive visit to our event.
3. No smoking by any vendors/employees in the event/perimeter: This is Health Department rule and will be strictly enforced for all event vendors.
4. You must remove any trash created by your stand and provide your own receptacle; hauling away upon load-out. The trash/recycling containers set in the event area are for attendees' use and not intended to handle vendor-generated trash. City dumpsters are available in designated areas for trash disposal.

Section 9 ~ The Rest

1. You must be 18 years of age or older to legally enter into this contract.
2. The City of Gladstone and/or sponsors are not responsible for any accidents that take place as a result of your vending at the event.
3. The City of Gladstone is not responsible for any goods that you sell that in any way cause harm to the purchaser of your goods or services provided at the event. General Liability Insurance Coverage with a minimum liability of \$1,000,000.00 is required. It is also required that the City of Gladstone be listed as additionally insured on your policy. Proof of non-profit status and proof of insurance must be submitted with your application by June 2nd, 2023. Proofs may be faxed to Kim Berry, City Clerk at 906-428-3122.
4. All authorized vendors participating in the event shall be individually and severally responsible to the City of Gladstone for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the vendor's negligence or that of its servants, agents, and employees, and all vendors hereby agree to indemnify and save the City of Gladstone harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the City of Gladstone by reasons of the vendors' negligence or that of its servants, agents and employees. No insurance is provided by the City of Gladstone to participants in the event.
5. READ & SIGN ATTACHED *FOOD VENDOR CONTRACT* OR *NON-FOOD & SERVICE VENDOR CONTRACT*, *WHICHEVER IS APPLICABLE*.