

**2011**  
***City of O'Fallon***  
***Festivals & Special***  
***Events***  
***Vendor Application***  
***Packet***



Marsha Seymour, Festival Manager  
Phone: (636) 379-5502  
Email: [mseymour@ofallon.mo.us](mailto:mseymour@ofallon.mo.us)  
Fax: (636) 379-5484  
Contact regarding:  
Founder's Day  
Jammin' Concert Series  
Fall Festival & Craft Bazaar

Megan Steinmann, Festival Coordinator  
Phone: (636) 379-5574  
Email: [msteinmann@ofallon.mo.us](mailto:msteinmann@ofallon.mo.us)  
Fax: (636) 379-5484  
Contact regarding:  
Heritage & Freedom Fest

Contact Name \_\_\_\_\_ Company Name \_\_\_\_\_

## **CITY OF O'FALLON SPECIAL EVENT VENDOR RULES**

**Return a copy with your initials next to each "X" identifying that you have read/understand the corresponding information. Please keep a copy for your records.**

### **A. APPLICATION PROCESS**

**X** **VENDOR SPACE:** The City will assign vendor spaces based on booth requirements and park layout; keeping the best interest of the event in mind at all times. Craft/Merch – Electric spaces are based on a first come, first served basis. The City will place you in spaces where electricity is available. Electric spaces are minimal. The City of O'Fallon will assign space locations 4 weeks prior to the event and a confirmation will be given at a vendor meeting or by mail with space number, load in information, event details and so on. However these details are subject to change.

**DEADLINES:** Applications must be fully completed, signed by vendor and include all the appropriate fees. Vendors may submit one (1) application with fees for multiple events. Applications submitted that are incomplete, unsigned or without the appropriate fees will be immediately returned to the vendor. Applications must be received no later than 45 calendar days prior to each event date to receive a mailed acceptance letter. (See application for the specific deadlines of each event) Photographs/other attachments will not be returned without a Self-Addressed Stamped Envelope (SASE.)

**X** **APPROVAL:** Applications will be approved/denied based on event needs, space availability and/or amount of duplicated products. The submittal of an application does not guarantee vendor acceptance into any event. All decisions are at the City's discretion. The City has a right to deny or cancel any vendor that does not follow the professional expectations and guidelines of the City. The CITY DOES NOT GUARANTEE EXCLUSIVITY for vendors on particular items.

**NOTIFICATION:** Upon approval of the application, the City will send written notification to the vendor at least 30 calendar days prior to the event date, but not later than 14 calendar days prior to the event date. Vendors requiring an immediate response may contact the O'Fallon Tourism and Festivals Department at 636-379-5502 to check status. You may also e-mail [msteinmann@ofallon.mo.us](mailto:msteinmann@ofallon.mo.us) or [mseymour@ofallon.mo.us](mailto:mseymour@ofallon.mo.us) to receive a general response.

**DENIAL:** Upon denial of an application, the City will mail the monies back.

**X** **REFUNDS/CANCELLATIONS:** There are no refunds available for approved vendors after each event deadline. Vendors that request a refund before the event deadline will be charged an administrative fee of \$5 or 10% (whichever is greater). Approved vendors that cancel or are a "no show" will forfeit their applications fee(s) and all future events for that year. The City is not obligated to refund fees for any event that is affected by weather conditions unless the event is cancelled.

**APPLICATIONS:** Vendor fees and spaces are non-transferable. Vendors who sign the application are responsible for the booth. No one will be permitted to sign up or pay for anyone other than themselves. Vendors interested in sharing a booth with another vendor must get preapproval from the festival office.

### **B. GENERAL RULES**

**BOOTH SPACE:** Each individual outdoor space is 10' x 10'. Indoor space is 6'x8'. Vendors requiring more space must purchase additional spaces.

**X** **BOOTH REQUIREMENTS:** All vendors must operate under a flame retardant canopy or from a self-contained trailer. Push carts, umbrella stands, display tables and strolling vendors are not permitted, unless otherwise approved by festival management. All vendors must provide their own canopies, tables, chairs and dollies, non-electrical lighting and other operational equipment. The City provides electricity for food vendors and craft/merch vendors that pay for it when applying. Vendors may purchase extra electric for an additional fee, however these spaces are limited and only in certain areas of the park. Electric may only be used in the booth that purchased it.

**BOOTH RELOCATION:** All vendors must utilize their assigned spaces. Trading/relocating assigned booth spaces is not allowed unless approved by the festival management.

**VENDOR MEETING:** Vendors will receive notification of a mandatory vendor meeting. Dates and times will be determined at a later date.

**SET-UP DIRECTIONS:** Prior to the event, Vendors will receive a letter detailing set-up instructions. All vendors must be set up & all vehicles removed from the event area no later than 30 minutes prior to the event starting.

**Take-Down Directions:** Early take down is not allowed. Scheduled take-down: Vendors will be allowed to bring their vehicles into the park after the official end of the event as deemed by event staff and police. This may be as long as one (1) hour after the event especially for the Heritage & Freedom Fest.

**PARKING:** The streets surrounding the park areas are closed during the event. Vendors are directed to drop off their booth equipment/supplies in the event area during specified set up times and park their vehicle in specified areas. Vehicles parked in unauthorized areas are subject to being towed.

**ACCOMMODATIONS:** The City does not allow overnight camping or RV camping in the park or within City Limits without being in a regulation RV/Campground.

**SALES TAX:** All vendors will comply with Department of Revenue tax collection rules. Contact the St. Louis Tax Assistance Center at (314) 877-0177 <http://dor.mo.gov/tax/business/faq/special.htm> for tax information and appropriate forms. The City is not responsible for tax collection.

**ALCOHOLIC BEVERAGES:** No alcohol may be sold or consumed by any vendor on City property without prior approval.

**INVENTORY LIST:** All vendors are limited to sell only those approved items listed on their application. The City reserves the right to deny the sale of any items it deems unacceptable or inappropriate. No selling of replicated licensed merchandise like CD's or DVD's permitted.

**EXCLUSIVITY:** Food vendors will be notified of any exclusivity agreements pertaining to food sales (beverages, ice, etc.) Vendors must abide by these agreements.

**INSPECTION:** Festival Management reserves the right to inspect any vendor's booth space at anytime to enforce all rules & regulations.

**MERCHANDISING:** Festival Management must approve all relevant merchandising vendors for each event to confirm/approve their items for sale. Merchandise is only accepted based on the theme of the event and is highly selective. The City does not allow solicitation, strolling sales or anything of the like without approval.

### **C. FOOD VENDOR RULES ONLY:**

**X** **ELECTRICITY/WATER:** Water and 110v, 20 amp outlet requirements must be requested on application.

**ENVIRONMENTAL REQUIREMENTS:** Food vendors may not sell/dispense any products in glass containers. All food waste must be disposed of properly. ALL VENDOR TRASH MUST BE PLACED IN A TRASH CAN POST EVENT OR TAKEN TO THE DUMPSTER. Any trash left on the ground may result in cancellation of future participation.

**RECYCLING:** The City is encouraging the use of single stream recycling. Items that are not acceptable for this type of recycling include Styrofoam products. The City does not allow the use of any Styrofoam products, however, plastic or paper products are appropriate.

**X** **COUNTY REQUIREMENTS:** Food vendors must follow all the rules set forth in the Guidelines for Temporary Events produced by the St. Charles County Health Department. For a copy of the guidelines, please contact the St. Charles County Health Department at 636-949-7900 ext 4204, 1650 Boone's Lick Rd, St. Charles, MO 63301 or [www.scchealth.org](http://www.scchealth.org). The inspectors will come out to the events to inspect all food vendors. Permits will NOT be issued on site. ALL FOOD MUST BE PREPARED AND COOKED TO MEET HEALTH DEPARTMENT GUIDELINES. Responsibility to meet all of these requirements is the sole responsibility of the food vendors. Failure to meet these guidelines will lead to removal from the event with no refund.

**Please retain a copy of this sheet for important rules and set-up information**

Contact Name \_\_\_\_\_ Company Name \_\_\_\_\_



**O'Fallon Fall Festival & Craft Bazaar, Civic Park**

What could be more fun than a festival with live music, free kids' activities, and booths brimming with house and garden specialties, fall decorations, holiday gifts, art, crafts, jewelry, flowers and plenty of festival food? Attendance for this event averages 5,000+.

Event Date: October 7 – 5pm – 10pm October 8 – 9am – 4pm  Early Bird Deadline: August 26, 2011	<b>VENDOR FEES</b> Indicate total 10' x 10' spaces for each event. Food vendors limited to (1) 20' x 20' location per event unless approved otherwise.	<b>TOTAL VENDOR FEES</b>
<b>Food Vendor</b> <ul style="list-style-type: none"> <li>• Health permit required</li> <li>• Electric provided (one outlet)</li> <li>• No canopy available</li> <li>• No table or chairs available</li> </ul>	10x10 Space Not For Profit \$100 10x10 Space Commercial \$175 Add Electric (110v20a) \$25	Total Vendor Fees \$_____
<b>Artist/ Crafter Indoor</b> <ul style="list-style-type: none"> <li>• Indoor space is 6'x8'</li> <li>• One table/two chairs provided</li> </ul>	Indoor Not For Profit \$75 Indoor For Profit \$125 Add Electric (110v20a) \$25 Demonstration *Subtract \$10	Total Vendor Fees \$_____
<b>Artist/ Crafter Outdoor</b> <ul style="list-style-type: none"> <li>• Outdoor space is 10'x10'</li> <li>• No table or chairs available</li> </ul>	Outdoor Not For Profit \$50 Outdoor For Profit \$75 Add Canopy \$50 Add Electric (110v20a) \$25 Demonstration *Subtract \$10	Total Vendor Fees \$_____
<b>Merchandise Booth</b> <ul style="list-style-type: none"> <li>• Outdoor space is 10'x10'</li> <li>• No electric, table or chairs available</li> </ul>	Not For Profit \$50 For Profit \$75	Total Vendor Fees \$_____
<b>Information Booth</b> <ul style="list-style-type: none"> <li>• Outdoor space is 10'x10'</li> <li>• No electric, table or chairs available</li> </ul>	O'Fallon Business \$275 Non O'Fallon Business \$425	Total Vendor Fees \$_____
<b>Game Booth</b> <ul style="list-style-type: none"> <li>• Outdoor space is 10'x10'</li> <li>• No electric, table or chairs available</li> </ul>	Not For Profit \$50 For Profit \$100	Total Vendor Fees \$_____

Please indicate if you will participate Friday night: (circle one) Yes No

**\*Vendors demonstrating their art or craftwork during the event are eligible for a \$10 discount. \*If you are taking the \$10 demonstration discount, please explain what you will be demonstrating in the space below:**

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**Take advantage of the "Early Bird Discount!" Register before the deadline and receive \$25 off your booth fee!**

Contact Name \_\_\_\_\_ Company Name \_\_\_\_\_

Address: \_\_\_\_\_ City/ST/Zip: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Phone: Daytime(\_\_\_\_) \_\_\_\_\_ Night(\_\_\_\_) \_\_\_\_\_ Fax(\_\_\_\_) \_\_\_\_\_

E-Mail\*: \_\_\_\_\_

\*\*Must provide email address to be notified of application availability for future events!

LIST ALL ITEMS TO BE SOLD AND SUBMIT A PHOTO IF YOU HAVE NOT PARTICIPATED IN EVENT PREVIOUSLY, ITEMS NOT LISTED WILL NOT BE PERMITTED TO BE SOLD (attach additional sheets if needed):

\_\_\_\_\_  
\_\_\_\_\_

Booth Description (select one):  Renting canopy     Bringing own Canopy     Self-Contained trailer  
Total Size: \_\_\_\_\_ FT x \_\_\_\_\_ FT

**ELECTRICAL NEEDS: Total quantity and type of services required per event (if purchasing electric: \_\_\_\_\_**

**Items to be powered**

*Power locations are limited. No generators allowed.*

**Payment Information**

**#1** Make checks payable to the City of O'Fallon

**#2** Faxed copies will only be accepted for credit card payments as long as all information is provided.

**#3** No applications accepted after the deadline unless space allows.

Total Vendor Fees from all events including electric: \_\_\_\_\_ \$ \_\_\_\_\_

Early Bird Discount \_\_\_\_\_ \$ \_\_\_\_\_

(take \$25 off booth fee per event if you apply before the deadline)

**TOTAL FEES ENCLOSED** \_\_\_\_\_ \$ \_\_\_\_\_

**PAYMENT BY:**  Check    Check # \_\_\_\_\_ Drivers License # \_\_\_\_\_  
 Money Order or Cashier's Check  
 Credit Card/Visa/MasterCard (Circle One): Card # \_\_\_\_\_ Exp. Date \_\_\_\_/\_\_\_\_  
Printed Name on Card \_\_\_\_\_ Signature \_\_\_\_\_

**RETURN TO: CITY OF O'FALLON, TOURISM AND FESTIVALS, 100 NORTH MAIN STREET, O'FALLON, MO 63366. Or Fax (636)379-5484**  
Call 636-379-5614 for more information. Registered vendors that require an additional application packet or the return of attachments (photos/slides) must send a written request with a self-addressed, stamped envelope (SASE) enclosed to the above address.

**WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK**

Please read this form carefully and be aware that in signing up and participating in the City of O'Fallon programs/activities, you will be expressly assuming the risk and legal liability and waiving and releasing all claims, damages or losses which you, your staff or your volunteers, minor child/ward might sustain as a result of participating in any and all activities connected with and associated with said programs/activities (including transportation services/vehicle operation, when provided).

I recognize and acknowledge that there are certain risks of physical injury to participate in these programs/activities, and I voluntarily agree to assume the full risk of any and all injuries, damages or losses, regardless of severity, that my staff or my volunteers, minor child/ward or I may sustain as a result of said participation. I further agree to waive and relinquish all claims I, my staff or my volunteers, or my minor child/ward may have (or accrue to me or my child/ward) against the City of O'Fallon, including its agents, elected officials, employees, and volunteers (hereinafter collectively referred to as City of O'Fallon), including claims of negligence.

I do hereby fully release and forever discharge the City of O'Fallon from any and all claims for injuries, damages, or loss that my staff, my volunteers, my minor child/ward or I may have or which may accrue to me or my minor child/ward arising out of, connected with, or in any way associated with City of O'Fallon programs/activities, including claims of negligence.

I agree that I will comply with Department of Revenue tax collection rules. I understand that the City is not responsible for tax collection.

I also agree to grant full permission to the City of O'Fallon to use my name, photo, video or recording for publicity or promotional purposes without obligation or liability to me, my staff or my family.

I have read and understand the above Waiver and Release of All Claims and Assumption of Risk. Your signature below represents your understanding of this policy.

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date Signed \_\_\_\_\_