## Parks and Recreation July 4th Celebration

Sunday, July 4, 2021 6:00pm - 9:00pm



## Vendor Booth Application

Return forms & payment to: Lancaster Recreation Center Attn: July 4<sup>th</sup> Celebration 1700 Veterans Memorial Pkwy Lancaster, TX 75134

## Please mark the appropriate vendor type \_\_\_ Product Sales \_\_\_ Service Provider Concessions Other: (All must be approved by Recreation Supervisor) ONE FORM NEEDED FOR EACH BOOTH REQUEST GENERAL INFORMATION Name of Business / Organization: Previous Vendor: Yes Contact Person: No Address: \_\_\_\_\_ State:\_\_\_\_\_ Zip:\_\_\_\_ City:\_\_\_\_ Primary Phone: (\_\_\_\_)\_\_\_\_\_ Alternate Phone: (\_\_\_\_)\_\_\_\_ Email Address: FOOD VENDOR Food to be sold and price list: OTHER BUSINESS BOOTH Items to be displayed/sold/etc.: Unit Price Number \$50.00 Vendor Booth - Display only \$75.00 Vendor Booth - Merchandise \$175.00 Vendor Booth - Food Electricity outlets are limited. First come, first serve. Must be received by June 1, 2021. No checks. Cash, debit or credit cards accepted. Must register in person. ABSOLUTELY **NO ON-SITE REGISTRATION** Name on Card: \_\_\_\_\_\_ Type of Card:\_\_\_\_\_ Billing Address: Signature: \_\_\_\_\_ Date: \_\_\_\_ Amount: \_\_\_\_\_

Parks and Recreation - Vendor Application Form

FOR CITY USE ONLY Booth #:

## Parks and Recreation Vendor Booth Rules and Information

The event is at the Amphitheater, located in Lancaster at 1700 Veterans Memorial Parkway, All booths are located outdoors. **Vendor must provide their own table, tents and chairs.** 

- 1. <u>Booth Reservation & Assignment:</u> Event Staff will assign booths for vendors. Vendors cannot trade spots nor can they move to another spot without approval from Event Staff.
- 2. Hours of Operation: You are required to have your booth open to the public from 6:00pm- 9:00pm.
- 3. **Set Up:** Set up will begin no sooner than **2:00pm** on the day of the event. All booths must be ready by **5:00 pm**. Spaces vacant at 5:00pm will be filled at the discretion of Staff.
- 4. <u>Tear Down:</u> No early tear down allowed. City Staff reserve the right to refuse a future application from any vendor who tears down their booth earlier than **9:00pm** on the day of the event.
- 5. Electric Service: Limited electrical outlets are available. First come, first serve when available.
- 6. Noise: Any usage of any type of noise-making devices must have prior written approval by City Staff.
- 7. **Solicitation:** Vendors are prohibited from soliciting outside of their assigned booth space. Literature is prohibited from being placed anywhere on the grounds, including but not limited to car windshields, bathrooms, picnic areas, etc. The City reserves the right to charge a clean up fee to those who violate this. No petitions may be circulated in any place other than your booth without prior written approval from Staff.
- 8. **Prohibited Items:** Items not allowed for sale or distribution include (but are not limited to): weapons or weapon-like novelties; tobacco or alcohol related items; sexually explicit or adult-themed material; bootlegged records, tapes, DVDs or CDs; any materials that advocate sexism, racism, violence, profanity or that are discriminatory, intolerant, or violent in content (at the discretion of City Staff).
- 9. <u>Sales Restrictions:</u> Each vendor may sell only the items listed on their application. All distribution of materials must be from the assigned space. Vendors may not roam the grounds to distribute anything.
- 10. <u>License and Permits:</u> Vendors are responsible for all appropriate licenses and permits for their operation.
- 11. <u>Sales Tax:</u> The vendor shall be solely responsible for the payment of all required taxes to local, state, and federal authorities. The City of Lancaster sales tax rate is 8.25%.
- 12. <u>Attire:</u> Shoes and shirt are required. No person working and/or representing a booth shall wear clothing that makes mention of or reference to any obscenities, sexually explicit material and/or drugs.
- 13. Drugs/Smoking/Alcohol: No smoking, alcohol or illegal drugs will be permitted on-site.
- 14. <u>Trash:</u> Each vendor is responsible for keeping their assigned booth clean, neat and orderly at all times.
- 15. Food/Beverages: Vendors shall not sell/distribute food/beverages without prior written permission.
- 16. Animals: Animals are not allowed in vendor booths. Exceptions will be made for assistance animals.
- 17. Exceptions: Any exception(s) to foregoing any rule must have prior written approval by City Staff.
- 18. <u>Transfer of Agreement:</u> The City of Lancaster and the vendor hereby agree the services specified in this agreement may not be transferred, delegated, or assigned in any way, shape, or form or for any reason.
- 19. <u>Agreement Termination:</u> This agreement may not be terminated prior to its normal conclusion, except as provided in this section. The City of Lancaster may terminate this agreement without notice and forthwith remove the vendor from the premises for selling unauthorized items, failure to sell from the assigned booth space, or breach of any part of this agreement.
  - a. No refunds shall be given to the vendor should this agreement be terminated due to the vendor being removed from the premises for any reason.
  - b. The vendor may terminate or cancel this agreement by mailing a written request which states reasons for cancellation. This request must be received no later than **June 1, 2021**; otherwise this agreement may not be terminated or cancelled prior to its normal conclusion.
  - c. No refunds will be issued due to inclement weather, war, flood, disaster, act of God, strikes, or riots.
- 20. <u>Vendor as Independent Contractor:</u> The parties hereto stipulate and agree that, under this agreement, the vendor is not acting as an agent, employee, representative, partner, nor joint venturer of the City of Lancaster, but shall at all times and for all purposes have the status of independent contractor.
- 21. <u>Vendor Responsibility and Liability:</u> The vendor agrees not to hold liable or responsible in any form the City of Lancaster, its employees, representatives, volunteers, and participants against any and all claims or expenses for such losses, arising out of the performance of this agreement.

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Vendor Signature	Vendor Print	Date Page 2 of 2