



★ ★ Tacoma Freedom Fair & Air Show ★ ★

2008 Fourth of July Vendor & Exhibitor Application

To apply, complete this form (make corrections & fill in missing info) and return it with a check for your booth fee. Include a **photo of your booth** and a **dimensioned diagram**. Show front, back, serving sides, doors, tongues on trailers, storage areas, power and water connections, location of cooking or heated surfaces, sinks, prep areas, etc.

Vendor #: _____ **Assigned Arrival Time** _____
How much time do you need to set up? _____

PROVIDE & CORRECT YOUR CONTACT INFORMATION BELOW

 ----- ← PRIMARY BUSINESS #
 ----- ← SECOND PHONE #
 ----- ← CELL PHONE #
 ----- ← EMAIL
 ----- ← CONTACT NAME
 ----- ← BUSINESS NAME
 ----- ← ADDRESS
 ----- ← CITY/STATE/ZIP+4
 ----- ← WEBSITE

CHECK THE BOX FOR YOUR VENDOR CATEGORY (**IN BOLD BELOW**) AND PROVIDE ADDITIONAL DETAILS. CHECK ALL THAT APPLY.

Art & Craft Vendor* / Non-Profit Exhibit (no selling) – * Merchandise must be **handmade** by the vendor

- | | | | | | |
|---------------------------------------|--|---|---|------------------------------------|-----------------------------------|
| <input type="checkbox"/> Fabric | <input type="checkbox"/> Photography | <input type="checkbox"/> Glass/Ceramics | <input type="checkbox"/> Home & Garden | <input type="checkbox"/> Musical | <input type="checkbox"/> Painting |
| <input type="checkbox"/> Wood | <input type="checkbox"/> Toys | <input type="checkbox"/> Wearable Art | <input type="checkbox"/> Furniture | <input type="checkbox"/> Sculpture | <input type="checkbox"/> Jewelry |
| <input type="checkbox"/> Pet Products | <input type="checkbox"/> Health Products | <input type="checkbox"/> Non-Profit (specify) | <input type="checkbox"/> Other (specify): _____ | | |

Non-Food Vendor – Mass Produced or Imported Merchandise and local services by small business

- | | | | | |
|--|--|---|--|---|
| <input type="checkbox"/> Clothing | <input type="checkbox"/> Jewelry | <input type="checkbox"/> Glass/Ceramics | <input type="checkbox"/> Music | <input type="checkbox"/> Automotive Accessories |
| <input type="checkbox"/> Wood Products | <input type="checkbox"/> Toys/ Novelties | <input type="checkbox"/> Furniture | <input type="checkbox"/> Home & Garden | <input type="checkbox"/> Rides & Amusements |
| <input type="checkbox"/> Aviation products | <input type="checkbox"/> Sunglasses | <input type="checkbox"/> Pet Products | <input type="checkbox"/> Health Services | <input type="checkbox"/> Other _____ |

Commercial – Corporate & Direct Marketing – Indicate industry category and explain what you want to promote.

- Communications Lead Gathering Financial Services Pharmaceutical Other _____

Food/Beverage Vendor – Indicate everything you wish to sell and attach a full menu that includes prices.

- | | | | | | |
|--|--------------------------------------|--|-------------------------------------|---|--------------------------------------|
| <input type="checkbox"/> Beverages | <input type="checkbox"/> Ice Cream | <input type="checkbox"/> Elephant Ears | <input type="checkbox"/> Chinese | <input type="checkbox"/> Deli Sandwiches | <input type="checkbox"/> Curly Fries |
| <input type="checkbox"/> Dogs/Sausages | <input type="checkbox"/> Japanese | <input type="checkbox"/> Vietnamese | <input type="checkbox"/> Thai | <input type="checkbox"/> Greek/Mediterranean | <input type="checkbox"/> Candy |
| <input type="checkbox"/> BBQ Pork/Beef | <input type="checkbox"/> BBQ Chicken | <input type="checkbox"/> East European | <input type="checkbox"/> Mexican | <input type="checkbox"/> Specialty Vegetables | <input type="checkbox"/> Italian |
| <input type="checkbox"/> Espresso | <input type="checkbox"/> Shaved Ice | <input type="checkbox"/> German | <input type="checkbox"/> Hamburgers | <input type="checkbox"/> Other (specify): _____ | |

Do you use a BBQ grill? _____. If propane is used please list tank sizes _____ Number of tanks used: _____

Vend from: Tent, Trailer, Van, Truck, Cart, Car, Cycle, other. Do you need access to fresh water? ____

PLEASE PROVIDE THIS IMPORTANT PARKING AND ELECTRICAL INFORMATION

Do you really need electricity to operate? No, Yes Most non-food vendor spaces will not have power available.

(Non-food vendors should bring battery power lights or close at dark)

When operating at the same time my equipment draws a maximum of ____ Amps & ____ Watts. I need 110v / 220v
 (If a power need was indicated above, you'll be sent an electrical order form to return with the required service fee.)

I want to use my own built-in or freestanding power generator and I will comply with all Tacoma Fire regulations.

ALL VENDORS RECEIVE ONE FREE PARKING PASS. INDICATE HOW MANY EXTRA YOU WANT & ADD \$25 FOR EACH. → _____

Other than a mobile concession unit that must fit within your booth space, will an extra parking space needed nearby for parking a supply trailer or some other large vehicle that won't/can't fit in your parking stall? No - Yes (Please explain)

How much space do you need for your concession? _____ (Attach a diagram of your set up.)

INDICATE THE CORRECT CATEGORY YOU FIT IN AND THE NUMBER OF 10'x10' SPACES YOU ARE REQUESTING

- | | | | | |
|---|---|---|--|---------------------------------------|
| ____ 10'x10' @\$150 ea | <input type="checkbox"/> 10'x10' @ \$300 ea. | <input type="checkbox"/> 10'x10' @ \$1000 | <input type="checkbox"/> 10'x10' @ \$350 | ____ 10'x10' @ \$150 |
| Handmade Art & Craft
or Non-Profit Booth | Merchandise Vendor -
mass produced/imports | Commercial/Corp./
& Direct Marketing | Food & Beverage
Vendor Booth Space | Additional space
(Food / non-food) |

Return the application and full booth fee before March 1 and take a 10% discount. Add 20% after April 15.

Sign the reverse side of this application and return it with a check in the amount of your booth fee.

Payable to: **TACOMA FREEDOM FAIR** • 759 Market Street • Tacoma WA 98402-3711.

Your payments will be returned if you are not accepted. Enter the amount sent with this application. →

Applications that are not signed on the back page will be rejected. Have you read all the information? Yes

\$ _____

Freedom Fair Vendor Agreement

This agreement is entered into this day, by and between, the Tacoma Events Commission a Washington non-profit corporation, hereinafter referred to as the "COMMISSION" and the vendor listed on the opposite page hereinafter referred to as the "VENDOR".

In consideration of the mutual promises and covenants hereinafter contained, it is hereby agreed as follows:

1. **INDEPENDENT CONTRACTOR** status. The VENDOR is considered to be an independent contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe its status to be that of an agent or employee of the COMMISSION, the City of Tacoma, Impression Productions, or the Metro Parks Tacoma, nor shall they be eligible for any employee benefits from those listed above.

The VENDOR represents and warrants that any, and all, federal, state and mandatory deductions or other charges and taxes imposed by law shall be the sole responsibility of the VENDOR. As per ordinance #24760, the fee for art, craft food and information booths includes city of Tacoma vendor licenses and vendors are not obligated to pay any additional B & O tax to the City of Tacoma for goods sold at the Tacoma Freedom Fair. If the COMMISSION is assessed, liable or responsible in any manner for those deductions, charges or taxes, VENDOR agrees to indemnify and hold harmless the COMMISSION and the other parties named, from those costs including attorney fees.

2. **SCOPE OF WORK.** VENDOR agrees to perform services under this Agreement primarily by serving as a food, merchandise or information vendor at Tacoma's Freedom Fair in the parks and street right of way along the Ruston Way waterfront between the hours of 10:00AM and 10:30PM on July 4th. VENDOR will fully comply with the Special Event Requirements of the Tacoma Fire Department. VENDOR agrees to dispose of all waste appropriately and leave their concession area clean and free of trash.

The VENDOR agrees to utilize only electrical equipment that complies in all aspects with the National Electrical Code. The VENDOR further agrees they will not use any non-grounded two-wire extension cords or any non-grounded equipment.

If the VENDOR is serving food products they agree to obtain a Temporary Food Services Establishment Permit from the Tacoma Pierce County Health Department and pay all health permit and inspection fees at least three weeks prior to the event date. The TPCHD will only accept cash, master/visa cards or cashiers checks. (NO PERSONAL CHECKS) For food handlers permits call (253) 798-6475. Arrange for booth inspection and permit at (253) 798-6463 or visit www.tpchd.org ALL FOOD VENDORS shall obtain all necessary health permits and provide proof of insurance before June 1.

3. **VENDORS** will pay booth fees to COMMISSION and return this agreement, before the due date. **A 10% discount is offered to all vendors who submit their application and booth fee before March 1.** The fee will be fully refunded if the application is not accepted. If accepted, your check will be deposited: once it clears the bank, a notice of acceptance will be mailed. The canceled check will serve as a receipt. Applications received after **April 15** will be considered on a case-by-case basis and are subject to a 20% late fee. No refunds will be granted after June 1. The VENDOR agrees to file a report of sales with COMMISSION immediately following the end of the festival. **(A 10% of gross sales fee will be due after the event from all food vendors.)** Special requests for spaces are handled according to the date the application is received with payment and with a written request.

4. **INDEMNIFICATION.** VENDOR indemnifies and holds harmless the COMMISSION, its sponsors, the City of Tacoma, Metro Parks Tacoma, Impression Productions, Nonstop Booking and Promotions, their officials, representatives, officers, agents, and employees from, and shall process and defend at it's sole expense, any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, lien, expenses, and costs arising out of or occasioned by the performance, acts, and/or omissions by the VENDOR, it's employees, agents, representatives or volunteers relative to any activity and/or omissions by VENDOR, its employees, agents, representatives or volunteers relative to any activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, VENDOR shall pay any judgment or lien arising there from, including any and all costs as part thereof. FOOD VENDORS must **supply proof of insurance** with a minimum of \$1,000,000 of liability coverage naming the **Tacoma Events Commission, Metro Parks Tacoma, and the City of Tacoma** as additional insured.

5. **ENFORCEMENT.** If by reason of the default on the part of either party in the performance of any of the provisions of this Agreement it becomes necessary for the non-defaulting party to employ an attorney, the defaulting party agrees to pay all costs and legal expenses expended an/or incurred by the non-defaulting party.

6. **ENTIRE AGREEMENT.** This constitutes the complete and final agreement of the parties, it replaces and supersedes all oral and written proposals and agreements heretofore made on the subject matter, and may be modified only in writing and signed by both parties, both acknowledge receipt of an executed copy of the agreement. Complete both sides. Sign and return this agreement with your booth fee, a photograph of your booth, list merchandise or your menu and prices.

My signature below certifies that I have read, understand and agree to comply with the terms of this Agreement.

Signature of vendor

Name of vendor (Please Print)

Date signed

Gary Grape, Concessions Director • Tacoma Events Commission • 759 Market Street • Tacoma, WA 98402-3711

Phone (253) 682-1446 Fax (253) 682-1448 Email: Gary@FreedomFair.com Website: www.FreedomFair.com