

★★ Tacoma Freedom Fair & Air Show ★★
CREDIT CARD GUARANTEE FORM

v. 1-10-19

As a Vendor participating in the Tacoma Freedom Fair, I hereby declare I have read, understand and agree to the following:

EXCLUSIVITY CLAUSE: All products and services to be sold, distributed for free, offered or referred to during the Freedom Fair & Air Show or/and The Wings & Wheels Festival by Vendor must be included in the Vendor Application (*Add a product list when submitting the application*). The Tacoma Events Commission reserves the right to exclude the sale or distribution of any product. Vendors will only be permitted to sell or distribute certain "Exclusive" beverage products purchased through the designated Freedom Fair and Airshow designated distributor. The Tacoma Events Commission agrees to provide an order form for the "Exclusive" beverage products to the vendor in adequate time to place the beverage order. Vendors may select to purchase and sell their own beverage products in place of the "Exclusive" products for an additional \$500 fee payable directly to the Tacoma Events Commission. Vendors are strictly prohibited from giving away complimentary cups, bottles or containers of water and/or other complimentary beverages and further agree to pay the additional \$500 if they provide these items on a complimentary basis or if they violate the terms stated in this agreement. This Credit Card form is to be pre-completed and signed by each Vendor to assure compliance. Vendor agrees that Credit Card will be charged \$500 if they violate this agreement.

Vendor Name _____
(Name of Business)

Contact Person _____ Title _____

Address _____

City _____ State _____ Zip _____

Phone _____

I agree Tacoma Events Commission may charge my/our credit card number enclosed below if I violate the above statement.

Card Holder's Name _____

Today's Date:

Card Number _____ ExpDate _____ CVV2 _____

(Please make sure address shown above is same for credit card billing)

Authorized Signature: X _____ Print Name _____

Return to: Gary Grape, Exec Director
Tacoma Events Commission
4109 Bridgeport Way W - Suite E7
University Place, WA 98466

Concessions Cell Phone (253) 230-6851
Office Line (253) 507-9357
Email: gwgrape47@comcast.net
Website: FreedomFair.com



Vendor and Exhibitor Information 2019

Take a 10% discount off booth fee if received before February 15, 2019

Invitation

The Tacoma Events Commission, the non-profit organization that has presented Tacoma's annual 4th of July Extravaganza for 40 years, invites you to participate in the Tacoma Freedom Fair. This public celebration includes live entertainment, recreational events, kid's activities, displays, exhibits, a car show, pole vault meet, food court, arts/craft show, and a giant fireworks display. The event draws over 70,000 people every year! Food and merchandise booths are grouped along the Ruston Way waterfront in parks and properties near Commencement Bay where the audience gathers.

Eligibility

Applications are now being accepted for vendors of food, arts and crafts, imported mass-produced merchandise, and commercial/corporate direct marketing businesses. Your application must be returned with the booth fee; a photograph of your booth, and a large self addressed stamped envelope if photos are to be returned. Payments will be promptly returned in full if you are not selected. Applications will be accepted at regular rates until May 31st. Late payments and special requests will be considered on a first-paid-first served basis as space permits. A 10% late charge must be added to the application fee if sent in after May 31st. No refunds after June 1 if accepted.

Food Vendors

Most spaces are 20'x 20' and all are outdoors. **Vehicles may not park on or drive on the lawn.** One parking pass will be provided so you can park in a lot near your booth after you unload. A few spaces are available for trucks and trailers but please indicate your needs and apply early! Exhibitors are responsible for providing their own booth and display materials. Some spaces are located in the area closest to the McCarver Street entrance and in parks. Many food vendors will be placed between Hamilton Park and the Old Town Dock near the Northern Fish Company. This is the zone closest to the traditional fireworks show location; all space assignments are in a festival food court area near live entertainment. Most food vendor setup times begin at 4:00 p.m. on July 3rd. Other great spaces are located in the waterfront area close to other events along the waterfront; sports events, Camp Patriot, the car show, and Marine Park. This area's setup is on the morning of July 4th. Hours of operation for food vendors will be from 10:00AM to dusk.

Food Vendor Fees & Charges

The fee for a standard 20'x 20' full menu food and beverage booth is \$850 (Main Food Court Section "D"), \$650 for 20' x 10' (Section "E", "J" and "H"). The fee for a limited menu 10 x10' booth is \$500 (not available in main food court "D") Registration fees include the cost of a mandatory City of Tacoma vendor license and payment of your B&O taxes. (Fees are not refundable after June 1, once you are officially accepted.) You are responsible for obtaining your food handlers permits and passing your inspection by the Tacoma-Pierce County Health Department. Call them at (253) 798-6475 for food handler permits. Contact Amanda Peters at (253)-798-7677 or apeters@tpchd.org if you have any questions. The TPCHD will only accept cash, master/visa cards or cashiers' checks, (No Personal Checks). Electrical service is at an additional charge based upon the type of service required, identified early and fees paid in advance. Food vendors must also comply with Tacoma Fire Department regulations. **All food and beverage vendors must pay 10% of your gross sales to the Tacoma Events Commission at the conclusion of the event.**

Non-Food Craft and Commercial Vendors

Booth spaces are outdoors and 10'x10' in size. Most are on grass and **do not have electricity**. The event is not responsible for providing any tents, chairs or display materials. **Vehicles may not drive or park on the lawn. Stakes are not allowed in securing tents.** One parking pass will be provided per vendor for a parking spot in a vendor lot near your booth. A few spaces are available for heavy exhibits and people who vend from vehicles. Indicate your need and apply early!

Merchandise Vendor Fees

The **Non-Food Vendor** - mass produced/import goods booth fee is \$300 for a 10'x10'. **Handmade Arts and Craft vendors and Non-Profit** booth fees are \$175 for a 10'x10' space. We do not charge a percentage of your sales. **Commercial and Corporate Direct Marketing** booth fees are \$1000 for a 10'x10' space. Your fee includes one parking pass, the cost of a mandatory City of Tacoma vendor license and payment of your B&O taxes. Hours of operation will be 10:00AM to dusk.

PLEASE KEEP THIS INFORMATION PAGE FOR YOUR RECORDS

Questions? Contact Gary W. Grape, Executive Director, at the office address or phone number below.

Email Gary at gwgrape47@comcast.net for more information go to our web site: www.FreedomFair.com. Our office address

is 4109 E-7 Bridgeport Way W, University Place, WA 98466 **Office phone: (253) 507-9357**
Cell: 253-230-6851



Incomplete, underfunded, and unsigned applications will be rejected. Have you read and signed page two? Yes



Tacoma Freedom Fair & Air Show ★ ★

4th of July – Non-food Vendor & Exhibitor Application

v. 1-10-19

To apply: Please complete this form and make corrections to preprinted data and fill in where blank. Keep a copy and return the original with a payment for the full amount due. Include a **photo of your booth**, (show the products and what the booth looks like), attach a **complete list of items** you wish to sell, and a **dimensioned diagram** of your booth layout.

Vendor #: Assigned Arrival Time _____

How much time do you need to get set up? _____

Vendors seeking separate locations or extra space to vend under a different name must apply separately.

PROVIDE or UPDATE ALL CONTACT INFORMATION BELOW

- ← PRIMARY PHONE # _____
- ← SECOND PHONE # _____
- ← CELL PHONE # _____
- ← CONTACT NAME _____
- ← BUSINESS NAME _____
- ← MAILING ADDRESS _____
- ← CITY/STATE/ZIP+4 _____
- ← EMAIL & WEBSITE _____
- ← STATE UBI # OR SS# **REQUIRED** _____

CHECK THE BOXES IN 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

- Fabric
- Photography
- Glass/Ceramics
- Home & Garden
- Musical
- Painting
- Wood
- Toys
- Wearable Art
- Furniture
- Sculpture
- Jewelry
- Pet Products
- Health Products
- Non-Profit (specify) _____
- other (specify): _____

Mass Produced or Imported Merchandise and local services by small business

- Clothing
- Jewelry
- Glass/Ceramics
- Music
- Automotive Accessories
- Wood Products
- Toys/ Novelties
- Furniture
- Home & Garden
- Rides & Amusements
- Aviation products
- Sunglasses
- Pet Products
- Health Products
- Other _____

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

- Communications
 - Lead Gathering
 - Financial Services
 - Siding and Gutters
 - Other _____
 - Automotive
 - Chiropractic
 - Recreation Property
 - Replace Windows
 - Pharmaceutical & Health Care
- (Participants in this category are considered to be entry-level sponsors and receive a package of added promotional benefits.)

Vend from: Tent, Trailer, Van, Truck, Cart, Car, Cycle, other (describe) _____

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 any power available.)
(Non-food vendors should bring battery power lights or close at dusk)

When operating at the same time all my equipment draws a maximum of _____ Amps & _____ watts from an 110v plug.
(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.
(Some areas within Freedom Fair prohibit use of generators).

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 can't fit in a standard parking stall? No - Yes (Please explain)

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

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

- 10'x10' @ \$175 ea
 10'x10' @ \$300 ea
 20'x10' @ \$500 ea
 10'x10' @ \$1000
 10'x30' @ \$2000
- Handmade Art & Crafts and Non-Profit Booths
 Merchandise Vendors - mass produced/imports
 Mass produced or imported goods.
 Commercial/Corp. & Direct Marketing
 Commercial/Corp. & Direct Marketing

Return this Application + Full Booth Fee (By February 15th = 10% Discount...After May 31st = Addn'l 10% Fee)

Read and sign the reverse side of this application and return it with the full amount due. Booth fee \$ _____

Payable to: **TACOMA FREEDOM FAIR** • 4109 Bridgeport Way W Ste E-7 • University Place WA 98466 Extra Parking \$ _____

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

Tacoma Freedom Fair Non-food Vendor & Exhibitor Agreement

v. 1-10-19

This agreement is entered into this day, by and between the Tacoma Events Commission, a Washington non-profit corporation, hereinafter referred to as "TEC" 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 TEC, the City of Tacoma, 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 TEC is assessed, liable or responsible in any manner for those deductions, charges or taxes, VENDOR agrees to indemnify and hold harmless the TEC and the other parties named, from those costs including attorney fees. TEC reserves the right to change the location of the event and location of VENDOR booth space therein.
- 2. SCOPE OF WORK.** VENDOR agrees to perform services under this Agreement primarily by serving as a merchandise, services, 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 10:00PM 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 the concession area clean. 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. **The VENDOR will not sell or give away any food or beverages** without prior knowledge and written approval of the TEC.
- 3. EXCLUSIVITY CLAUSE:** All products and services to be sold, distributed for free, offered or referred to during the Freedom Fair & Air Show or/and The Wings & Wheels Festival by Vendor must be included in this Agreement (Add a product list when submitting this application). The TEC reserves the right to exclude the sale or distribution of any product. Vendors will only be permitted to sell or distribute certain "Exclusive" beverage products purchased through the designated Freedom Fair and Airshow designated distributor. The TEC agrees to provide an order form for the "Exclusive" beverage products to the vendor in adequate time to place the beverage order. Vendors may select to purchase and sell/distribute their own beverage products in place of the "Exclusive" products for an additional \$500 fee payable directly to the TEC. Vendors are strictly prohibited from giving away complimentary cups, bottles or containers of water and/or other complimentary beverages and further agree to pay the additional \$500 if they provide these items on a complimentary basis or if they violate the terms stated in this agreement. A Credit Card form will be pre-completed and signed by each Vendor to assure compliance. Vendor agrees that Credit Card will be charged \$500 if they violate this agreement.
- 4. PAYMENTS:** VENDORS must provide this completed agreement and pay the full booth fee to the TEC before the due date of May 31st. A **10% discount is offered** when completed applications and payments are received the year of the event by **February 15th**. Applications received AFTER May 31st will incur an **additional 10% fee**. Booth fees will be fully refunded if an application is not accepted. Once the check clears the bank, a notice of acceptance will be mailed. The canceled check and/or the acceptance letter will serve as a receipt. The VENDOR understands **no cancellation refunds** will be granted after **June 1st** the year of the event. VENDOR agrees to report sales to the TEC promptly. Special requests for booth spaces will be prioritized according to the date the application is received with a full payment and a written request for the specific location.
- 5. INDEMNIFICATION.** VENDOR indemnifies and holds harmless the TEC, its sponsors, the City of Tacoma, Metro Parks Tacoma, 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. VENDORS offering: henna tattoos, body piercing & massages; rentals; medical/dental services/screening/testing; climbing walls; herbal supplements, weight loss/stop smoking patches/pills, auto or auto parts, inflatable amusements; and amusement rides or devices; will be required to provide a certificate of General Liability 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 an additional insured.
- 6. 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 and/or incurred by the non-defaulting party.
- 7. ENTIRE AGREEMENT.** The VENDOR agrees to abide by the rules and the directions of the event staff. Space assignments are subject to change. Exclusivity was not implied or granted. 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. VENDOR must sign and return this agreement with the full booth fee, a photograph of the booth, a list of merchandise and prices.

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

Signature of vendor/owner

Print clearly the name of the vendor/owner & the business name

Date signed