



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. 1-10-19b

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 | Mass Prod/Imports Colleges/Political | Mass Prod/Imports Colleges/Political | Commercial/Corp. Dir Mrkt/Recruiters | Commercial/Corp. Dir Mrkt/Recruiters |

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. →

\$ _____

Gary Grape, Exec Director • Tacoma Events Commission • 4109 Bridgeport Way W Ste E-7 • University Place, WA 98466-4328
Concessions Desk (253) 507-9357, Cell (253) 230-6851 • Email: gwgrape47@comcast.net Website: FreedomFair.com

Tacoma Freedom Fair Non-food Vendor & Exhibitor Agreement

v. 1-10-19b

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 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" products when said items are purchased through the designated Freedom Fair and Airshow designated "Exclusive" distributor. The TEC agrees to provide an order form for the "Exclusive" products to the vendor in adequate time to place the product order. Vendors are strictly prohibited from selling or giving away for free any "Exclusive" products not purchased through the Event "Exclusive" Distributor and further agree to pay an additional \$500 if they violate the terms stated in this agreement. In the event of an "Exclusive" product, prior to the event Vendor agrees to complete and sign a Credit Card form guaranteeing compliance and authorizes TEC to charge \$500 to said credit card if Vendor violates this agreement. Violators are also subject to booth closer and loss of vending rights at event without refund.
- 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 cancelation 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 namimg 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

