

Old Fashion July Fourth Firework Celebration

Saturday July 1, 2017

4:00pm - 9:00pm



DeSoto Parks & Recreation
Discover, Experience, Play!

Vendor Booth Application

Register at DeSoto
Recreation Center:
211 E. Pleasant Run Rd.
DeSoto, TX 75115

Old Fashion July Fourth Celebration Vendor Application Form

Please mark the appropriate vendor type

Concessions Product Sales Service Provider
 Other: _____

(All must be approved by Special Events Coordinator)

ONE FORM NEEDED FOR EACH BOOTH REQUEST

GENERAL INFORMATION

Name of Business / Organization: _____

Contact Person: _____ Previous Vendor: Yes No

Address: _____

City: _____ State: _____ Zip: _____

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
<u>Vendor Booth – Information Only</u>	\$100.00	
<u>Vendor Booth – Food / Merchandise</u>	\$175.00	

Electricity outlets are limited. First come, first serve.

Accepted on a first come, first serve basis. Rain or shine event.

Cash, debit or credit cards accepted. Register in person

Name on Card: _____ Type of Card: _____

Billing Address: _____

Card Number: _____ Exp: _____ CVV: _____

Signature: _____ Date: _____ Amount: _____

FOR CITY USE ONLY
Booth #:

DeSoto Parks & Recreation Vendor Booth Rules and Information

The event is at the City of DeSoto Meadow Creek Park, located in DeSoto at 1400 Uhl Rd. DeSoto, TX, 75115, An event map will be sent to you one week prior to the event. The map will detail parking and booth assignment. All booths are located outdoors. **Vendor must provide their own table, tents and chairs.**

1. **Booth Reservation & Assignment:** 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 5:00pm- 9:00pm.
3. **Set Up:** Set up will begin no sooner than 3:00pm on the day of the event. All booths must be ready by 4:30 pm. Spaces vacant at 4:00pm will be filled at the discretion of Staff.
4. **Tear Down:** 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.
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. **Sales Restrictions:** 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. **License and Permits:** Vendors are responsible for all appropriate licenses and permits for their operation.
11. **Sales Tax:** The vendor shall be solely responsible for the payment of all required taxes to local, state, and federal authorities. The City of DeSoto sales tax rate is 8.25%.
12. **Attire:** 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. **Trash:** 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. **Transfer of Agreement:** The City of DeSoto 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. **Agreement Termination:** This agreement may not be terminated prior to its normal conclusion, except as provided in this section. The City of DeSoto 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 3, 2017; 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. **Vendor as Independent Contractor:** 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 DeSoto, but shall at all times and for all purposes have the status of independent contractor.
21. **Vendor Responsibility and Liability:** The vendor agrees not to hold liable or responsible in any form the City of DeSoto, its employees, representatives, volunteers, and participants against any and all claims or expenses for such losses, arising out of the performance of this agreement.

WAIVER

By signing below, you agree to abide by the above rules. You understand that any violation of the rules will be basis for expulsion from the event site and all future display privileges will be forfeited.

Vendor Signature

Vendor Print

Date