

Vendor Name _____ [Approved / Denied] Event Location _____ Location Number _____

2019 City of Anadarko Vendor Application

Gaddo County KIDS, Kites & Frights

Saturday October 26, 2019 8:00 am to 11:00 pm
Anadarko, Oklahoma
Admission: **FREE**

Featured Events: Great American Kite Event, Native American arts festival & Craft Fair, 5K Halloween Costume Fun Run, Eerie Acres Haunted Armory, Zombies in Downtown, OU and OSU Watch Party & Tailgate competition, Pumpkin Patch, Jack-o-lantern Contest, Car, Native American War Dance Competition Show, Cowboy Town Gun Fight, Scavenger Hunt, Chalk Art Competition, Teepee Making Class, Children's fishing class, City wide Garage Sale, Free Rabies Clinic and much more!



Seeking Vendors for:

Saturday, October 26, 2019

8:00 am to 11:00 pm

***Artists/Crafters, Festival Food,
Merchandisers, Informational & Live Music***

***Vendor Fee: \$0.00 – Vendors must provide
their own generator for electric needs***

REGISTRATION DEADLINE 4:00 P.M. September 1, 2019

For more information contact:

Julie Fair, Event Coordinator

events@cityofanadarko.org

CITY OF ANADARKO SPECIAL EVENT VENDOR RULES

Return a copy with your initials next to each "X" identifying that you have read/understand the corresponding information. Please keep a copy for your records.

A. APPLICATION PROCESS

X **VENDOR SPACE:** The City will assign vendor spaces based on booth requirements and area layout; keeping the best interest of the event in mind at all times. Vendors must provide their own generator for electric needs. The City of Anadarko will assign space locations 3 weeks prior to the event and a confirmation will be given at a vendor meeting or by mail with space number, load in information, event details and so on. However these details are subject to change.

DEADLINES: Applications must be fully completed, signed by vendor and include all the appropriate fees. Applications submitted that are incomplete, unsigned or without the appropriate fees will be immediately returned to the vendor. Photographs/other attachments can be sent to events@cityofanadarko.org.

X **APPROVAL:** Applications will be approved/denied based on event needs, space availability and/or amount of duplicated products. The submittal of an application does not guarantee vendor acceptance into any event. All decisions are at the City's discretion. The City has a right to deny or cancel any vendor that does not follow the professional expectations and guidelines of the City. The CITY DOES NOT GUARANTEE EXCLUSIVITY for vendors on particular items.

NOTIFICATION: Upon approval of the application, the City will send an email notification to the vendor at least 30 calendar days prior to the event date, but not later than 14 calendar days prior to the event date. Vendors requiring an immediate response may contact the event coordinator by e-mail events@cityofanadarko.org to receive a general response.

DENIAL: Upon denial of an application, the City will mail the monies back.

X **REFUNDS/CANCELLATIONS:** There are no refunds available for approved vendors after event deadline. Vendors that request a refund before the event deadline will be charged an administrative fee of \$5 or 10% (whichever is greater). Approved vendors that cancel or are a "no show" will forfeit their applications fee(s) and all future events for that year. The City is not obligated to refund fees for any event that is affected by weather conditions unless the event is cancelled.

APPLICATIONS: Vendor fees and spaces are non-transferable. Vendors who sign the application are responsible for the booth. No one will be permitted to sign up or pay for anyone other than themselves. Vendors interested in sharing a booth with another vendor must get preapproval from the festival office.

B. GENERAL RULES

BOOTH SPACE: Each individual outdoor space is 10' x 10'. Vendors requiring more space must request additional spaces.

X **BOOTH REQUIREMENTS:** All vendors must provide their own canopies, tables, chairs and dollies, generator for electric, non-electrical lighting and other operational equipment. The City does not provide electric for vendors.

BOOTH RELOCATION: All vendors must utilize their assigned spaces. Trading/relocating assigned booth spaces is not allowed unless approved by the festival management.

SET-UP DIRECTIONS: Prior to the event, Vendors will receive a letter or email detailing set-up instructions. All vendors must be set up & all vehicles removed from the event area no later than 30 minutes prior to the event starting.

TAKE-DOWN DIRECTIONS: Vendors will be allowed to begin take-down at the official end of the event. ***Early take down is not allowed.***

PARKING: Vendors are directed to drop off their booth equipment/supplies in the event area during specified set up times and park their vehicle in specified areas. Vehicles parked in unauthorized areas are subject to being towed.

ACCOMMODATIONS: The City does allow overnight camping or RV camping in the park with purchase of a permit in a regulation RV/Campground.

SALES TAX: All vendors will comply with Oklahoma Department of Revenue tax collection rules [Oklahoma Sales Tax Information and Rates](#) for tax information and appropriate forms. The City is not responsible for tax collection.

ALCOHOLIC BEVERAGES: No alcohol may be sold or consumed by any vendor on City property without prior approval.

INVENTORY LIST: All vendors are limited to sell only those approved items listed on their application. The City reserves the right to deny the sale of any items it deems unacceptable or inappropriate. No selling of medical marijuana or replicated licensed merchandise like CD's or DVD's permitted.

EXCLUSIVITY: Vendors will be notified of any exclusivity agreements pertaining to food sales (beverages, ice, etc.) Vendors must abide by these agreements.

INSPECTION: Festival Management reserves the right to inspect any vendor's booth space at any time to enforce all rules & regulations.

MERCHANDISING: Festival Management must approve all relevant merchandising vendors for each event to confirm/approve their items for sale. Merchandise is only accepted based on the theme of the event and is highly selective. The City does not allow solicitation, strolling sales or anything of the like without approval.

C. FOOD VENDOR RULES ONLY:

X **ELECTRICITY/WATER:** Electricity and water shall be provided by the vendor. The City does not provide electric and water at this event.

ENVIRONMENTAL REQUIREMENTS: All food waste must be disposed of properly. ALL VENDOR TRASH MUST BE PLACED IN A TRASH CAN POST-EVENT OR TAKEN TO THE DUMPSTER. Any trash left on the ground may result in cancellation of future participation.

X **COUNTY REQUIREMENTS:** Food vendors must follow all the rules set forth in the Guidelines for Temporary Events produced by the Caddo County Health Department. For a copy of the guidelines, please contact the Caddo County Health Department at (405) 247-2507; offices are located at 216 W Broadway Anadarko, OK 73005. The inspectors will come out to the event to inspect all food vendors. Permits will NOT be issued on site. ALL FOOD MUST BE PREPARED AND COOKED TO MEET HEALTH DEPARTMENT GUIDELINES. Responsibility to meet all of these requirements is the sole responsibility of the food vendors. Failure to meet these guidelines will lead to removal from the event with no refund

<p align="center"><u>Food Vendor</u></p> <ul style="list-style-type: none"> • Health Permit Required, refer to Vendor Rules for additional information • No tables or chairs provided • Water hookups NOT available, however access to water is nearby • No electric is provided • Must bring your own generators as needed • Must remain in assigned vendor booth space, no roaming / strolling <p align="center"><i>All space is 10'x10' Multiple spaces may be Requested</i></p>	<p align="center"><u>Artists & Crafters Booth</u></p> <ul style="list-style-type: none"> • Entries in this category must be mostly comprised of hand-crafted items showcasing the creative talent of the artisan • All booths located outdoors • No tables or chairs provided • Must remain in assigned vendor booth space, no roaming / strolling <p align="center"><i>All space is 10'x10' Multiple spaces may be Requested</i></p>	<p align="center"><u>Merchandise, Direct Selling Association (DSA), and Commercial Booths</u></p> <ul style="list-style-type: none"> • No tables or chairs provided • Must remain in assigned vendor booth space, no roaming / strolling <p align="center"><i>All space is 10'x10' Multiple spaces may be Requested</i></p>
<p><u>Please check that apply</u></p> <p><input type="checkbox"/> Not For Profit <input type="checkbox"/> For Profit <input type="checkbox"/> Extra Spaces (10x10)</p> <p>Food Type: _____ _____ _____ _____ _____ _____ _____</p>	<p><u>Please circle that apply</u> <u>Please check that apply</u></p> <p><input type="checkbox"/> Not For Profit <input type="checkbox"/> For Profit <input type="checkbox"/> Extra Spaces (10x10)</p> <p>Food Type: _____ _____ _____ _____ _____ _____ _____</p>	<p><u>Please circle that apply</u> <u>Please check that apply</u></p> <p><input type="checkbox"/> Not For Profit <input type="checkbox"/> For Profit <input type="checkbox"/> Extra Spaces (10x10)</p> <p>Food Type: _____ _____ _____ _____ _____ _____ _____</p>

Registration deadline 4:00 p.m. September 1, 2019

Address: _____ City/ST/Zip: _____ / / _____

Phone: Daytime (____) _____ Night (____) _____

E-Mail*: _____
**Must provide email address to be notified of application availability for future events! (PLEASE PRINT)

LIST ALL ITEMS TO BE SOLD:

Booth Description (select one): No Canopy Canopy Self-Contained Trailer size _____ FT x _____ FT

Items to be powered _____
Power locations are limited. Must bring your own generator.

INDEMNIFICATION, RELEASE AND INSURANCE

Vendor Status: The parties hereby acknowledge and agree that Vendor has sought to use, for a limited time period during a City Event, a portion of premises operated by the City for Vendor's own private purposes. Vendor shall not be considered as an employee or representative of the City of Anadarko.

Vendor hereby represents and warrants to the City that, if Vendor is required to carry Workman's Compensation Insurance by applicable law, then Vendor has procured and maintained Workman's Compensation Insurance covering Vendor and Vendor's employees as required by applicable law.

Acknowledgement of Consideration Received by Vendor: Vendor hereby acknowledges that the ability to participate in City's Event and showcase Vendor's goods or services in a booth or canopy space at the Event provides Vendor with valuable exposure and a marketing opportunity to a large number of people. Vendor hereby acknowledges the sufficiency of that consideration in exchange for vendor's release and indemnification obligations.

Release: The parties agree that the City is not liable for personal injury or for damage to or loss of personal property in or about the premises of the event including the portion of the premises used by Vendor, regardless of the cause of such injury, loss or damage.

In exchange for valuable consideration received by Vendor, the sufficiency of which is acknowledged by Vendor above, Vendor does, on behalf of Vendor and Vendor's employees and representatives, hereby release, relinquish and discharge all actions, claims, demands and liability whatsoever against the City of Anadarko, its officials, agents, and employees, arising out of or happening in connection with Vendor's participation in and presence at the Event or use or occupancy of the premises. The Vendor agrees that this is a full and final release of all claims and shall apply to all anticipated and unanticipated injuries and damages resulting from Vendor's participation, use and occupancy described in this agreement.

FURTHERMORE, VENDOR AGREES TO RELEASE, EXONERATE AND HOLD HARMLESS THE CITY OF ANADARKO, ITS OFFICIALS, AGENTS AND EMPLOYEES, FROM ANY AND LIABILITY EVEN THOUGH THE CLAIM, OR LOSS OR CASUALTY IS ATTRIBUTABLE TO THE NEGLIGENCE OF THE CITY OF ANADARKO, ITS OFFICIALS, AGENTS OR EMPLOYEES.

Indemnification: The Vendor shall indemnify, protect and hold harmless City from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property and injury to or death of persons including the officers, agents and employees of either party herein, including payment under any workmen's compensation law or under any plan for employee's disability or death benefit which may arise out of or be caused in whole or in part by the fault, failure, negligence or alleged negligence of the Vendor, its agents, servants or employees.

I also agree to grant full permission to the City of Anadarko to use my name, photo, video or recording for publicity or promotional purposes without obligation or liability to me, my staff or my family.

I have read and understand the above INDEMNIFICATION, RELEASE AND INSURANCE. Your signature below represents your understanding of this policy.

Printed Name	Signature	Date Signed
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RETURN TO: CITY OF ANADARKO, ATTENTION JULIE FAIR, 215 W BROADWAY, ANADARKO, OK 73005, BY Fax to (405) 247-4894, OR EMAIL EVENTS@CITYOFANADARKO.ORG. Registered vendors that require an additional application packet or the return of attachments (photos/slides) must send a written request with a self-addressed, stamped envelope (SASE) enclosed to the above address.

FOR OFFICIAL USE ONLY

Vendor Approval / Vendor Denied

Vendor Event Location: _____ Location number _____

City Manager _____ Date _____

City Clerk _____ Date _____