



October 10 & 11, 2009 Vendor Application

To apply for a vendor booth please fully complete this form and return it promptly.

	PLEASE PROVIDE ALL THE INFORMATION REQUESTED BELOW
	← MAIN CONTACT NAME
	← ORGANIZATION NAME
	← MAILING ADDRESS
	← CITY, ST. & ZIP+4
	← WORK PHONE
	← HOME PHONE
	← CELL PHONE
	← EMAIL ADDRESS

Non-profit - Exhibit booth, run games or event activity – Please indicate what you propose to do.
 Service Club School Group Social Club _____

Arts and Crafts Vendors – Merchandise must be handmade by the vendor (Indicate the kind of things sold)
 Fabric Photography Glass/Ceramics Home & Garden Plants Painting
 Wood Toy Crafts Wearable Art Furniture Sculpture Jewelry
 Music Health Products Pets/Nature Other (specify): _____

Commercial Vendors – Merchandise must be handmade by the vendor (Indicate the kind of things sold)
 Furniture Automotive Financial Services Home & Garden Imports Painting
 Health Services Health Products Home Improvement Recreation Machinery Jewelry
 Music Educational Pets/Nature Other (specify): _____

Food/Beverage Vendor – Indicate everything you wish to sell and attach a full menu, including your prices.
 Beverages Ice Cream Hamburgers Dessert Deli Sandwiches Curly Fries
 Dogs/Sausages Elephant Ears Kettle Corn Asian Greek/Mediterranean Candy
 BBQ Pork/Beef BBQ Chicken East European Mexican Specialty Vegetables Italian
 Espresso Shaved Ice German Other (specify): _____

List pumpkin food item(s) would you like to sell:

PLEASE PROVIDE THIS IMPORTANT PARKING AND ELECTRICAL INFORMATION

Do you need electricity to operate? _____ If yes, what? _____ Can you bring a generator? ____
 Equipment operating together draws a maximum of _____ Amps and _____ Watts, using 110v or 220v plugs.
 (If a power need was indicated above, you'll be sent an electrical order form to return with the required service fee.)

INDICATE THE TYPE OF SPACE REQUESTED

<input type="checkbox"/> 10'x10' @ \$50 ea. Handmade art & crafts or non-profit, no-sales booth	<input type="checkbox"/> 10'x10' @ \$175 ea. Professional Food Vendor (Food booth)	<input type="checkbox"/> 10'x10' @ \$125 Adult/Service Clubs (Food booth)	<input type="checkbox"/> 10'x10' @ \$50 Youth/School Group (Food booth)	<input type="checkbox"/> 10'x10' @ \$100 Commercial Merch. & Services booth
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Make Checks Payable to: **THE EVENTS COMMISSION** \$



Vendor/Exhibitor Personal Service Agreement

An 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 "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, responsibilities and services as an independent contractor and shall never represent or construe its status to be that of an agent or employee of the COMMISSION, City of Orting, Impression Productions, or the Orting Pumpkin Fest, 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. The fee for art, craft food and information booths includes City of Orting vendor license. 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 the Orting Pumpkin Fest in Orting City Park between the hours of 10:00AM and 7:00PM on October 10 & 11, 2009. VENDOR will fully comply with the Special Event Requirements of the Orting Fire Department. The VENDOR agrees to dispose of all waste appropriately and keep the concession area clean and free of trash and leave the area clean upon departure. All cardboard boxes shall be folded and placed in a designated disposal area.

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 two-wire extension cords or non-grounded equipment.

All VENDORS serving food products must comply with the Temporary Food Services Establishment Permit requirements of the Tacoma Pierce County Health Department and pass all health inspections.

FOOD VENDORS must provide all necessary permit information and proof of insurance before September 20.

3. VENDORS will pay booth fees before the due date. The VENDOR agrees to file a report of sales with COMMISSION by October 15. Food Vendors agree to pay the EVENTS COMMISSION 10% of gross sales generated at the Pumpkin Fest.
4. **Indemnification.** VENDOR shall indemnify and hold harmless the Tacoma Events Commission, sponsors of the Orting Pumpkin Fest, the City of Orting, and their officials, officers, agents, employees, volunteers, and representatives, 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 will supply proof of insurance** with minimum liability of \$1,000,000 naming Tacoma Events Commission and the City of Orting as additional insured.
5. **Enforcement.** If by reason of default on the part of either party in the performance of any provision of the 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. Submitting an unsigned application assumes agreement to these terms.
6. **Entire Agreement.** This constitutes the complete and final agreement of the parties 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.

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

Signature of vendor

Print your name and the name of your our organization

Date signed

For more information please contact Gary Johnson, Pumpkin Fest chairman at (253) 686-7542 or email GaryJ296@msn.com