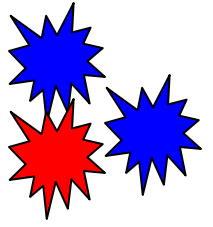


St. Clair Parks & Recreation



June 26, 2010

Orchard Drive Park 10 am- 11pm

Name of Organization/Business/Individual: _____

Contact Person: _____ Phone Number: _____ Cell: _____

Email Address: _____

Address: _____ City _____ St _____ Zip _____

Food Booth: It is our goal to assign a main entrée to one booth only, however we do not guarantee that main entrée's will not be duplicated. Please contact Kim Arndt 629-7898, cell 636-222-1831 or email kimberly_arndt@hotmail.com before submitting your application to verify your main entrée. Items will be assigned on a first come first serve basis. You will be allowed to serve sides with your main entrée items; we do not guarantee that side items will not be duplicated. Example of sides would be, but not limited to, nachos and cheese only (loaded nacho's would be considered a main entrée), candy, dessert, popcorn, chips etc. Beverages: Bottled water must be sold for \$1.00 or more. Canned beverages must be sold for .50 cents or more.

Non-Food and Informational Booths: This category is for the sale of non-food products such as, but not limited to, Glow-Necklaces, T-Shirts, Mary-Kay, Avon, Tupperware and for informational booths for companies or organizations. We do not guarantee that products will not be duplicated.

Food Booth: Main Entrée: _____
___ \$75.00 ___ w/Electric \$100.00

Non-Food Booth and informational: Type of product being sold: _____
___ \$35.00 ___ w/Electric \$60.00

Additional Donation: \$ _____

If you would like to make an additional donation to "Freedom Fest" in addition to the above fee, your booth will be recognized as a donor with a sponsorship sign to be displayed at your booth. By signing this agreement, I indicate that I am authorized to enter into this contract between the organization/business listed on page 1 of this contract and the St. Clair Parks and Recreation Department. I agree that the organization/business will observe all regulations as stated in the vendor contract regulations section and the direction of the Park Board members and their designated volunteers during the day of Freedom Fest.

X _____ Date: _____

Deadline for booth reservation is June 1st, 2010.

Please make checks payable to the St. Clair Parks and Recreation Department.

Mail contract and payment to: St Clair Parks Department

c/o Kim Arndt

1 Paul Parks Drive,

St. Clair, MO 63077.

St. Clair Parks and Recreation Department

Vendor Contract Regulations Freedom Festival June 26th, 2010

1. Contract for space – This application for space is subject to formal notice of acceptance by the Freedom Fest Vendor Coordinator and when so accepted, upon full payment of rental charges shall constitute a contract for the right to use the space, subject to all the conditions, terms and regulations set forth herein. The Freedom Fest Committee and the Vendor Coordinator reserve the right to reject any applications without assigning any cause therefore.

2. Payments for space – Applications must be accompanied by check made payable to the *St. Clair Parks and Recreation Department* for the full amount as indicated in page 1 of the contract, which will be credited when exhibit space has been assigned.

3. Space Cancellations – If you cancel your space after acceptance by the Freedom Fest Committee and/or the Freedom Fest Vendor Coordinator, none of the money paid for rental will be refunded.

4. Installation & Dismantling – Any space not claimed and occupied by two hours prior to the opening hour of the event may be reassigned without refund. The vendor expressly agrees not to dismantle the exhibit or do any packing before one hour prior to the final closing hour of the event. Goods must be removed from the event premises by the vendor immediately following the close of exhibits. **Booths must be set up and vehicles removed by 9am.**

5. Liability and Insurance – The St. Clair Park Board, any officer or staff members will not be responsible for the safety of the property of the vendors from theft, damage, by fire, accident, or other causes. No responsibility is assumed for goods delivered to the exhibit area during the set-up time prior to the event opening.

6. Use of Space – No Vendor is permitted to show goods other than those manufactured or dealt with by the firm in the regular course of business and approved by the Freedom Fest Committee and/or Freedom Fest Vendor Coordinator which reserves the absolute right to withhold such approval without assigning any cause therefore. All sales activities must be confined to the limits of the booth unless the Freedom Fest Committee gives prior written consent. Products may be demonstrated within the confines of the booth. Demonstrations of any exhibition nature may be scheduled only when a special area is provided for this purpose. No vendor shall assign, sublet, or share the space allotted without the knowledge and consent of the Freedom Fest Committee. Displays shall not be placed in such a manner as to block, shield, or interfere in any way with other vendors.

7. Noise-Making exhibits – Exhibits which include the operation of musical instruments, radio, public addressing systems or any noise-making machines must be conducted or arranged so that the noise resulting from the demonstrations will not annoy or disturb adjacent vendors and their patrons. Operators of noise-making exhibits must secure approval of operating methods before exhibit opens. On the day of the event, vendors are to comply with any requests for noise abatement by the St. Clair Parks Board or their representatives/volunteers.

8. Motion Picture Projection – The showing of motion pictures or slides in the booths must be limited in size so as not to disturb adjacent vendors. Any sound must comply with regulation #7 for noise making exhibits.

9. Fire Protection – Vendors must comply with all city fire regulations. Booth decorations must be flame proofed and all extension cords must be grounded.

10. Circularization & Solicitation – Distribution of circulars, promotional material or product sales may be made only within the booth assigned to the vendor presenting such materials. No business, organization or individual not assigned space in the exhibit area will be permitted to solicit business within the event.

11. Character of Exhibits – The St. Clair Park Board reserves the rights to restrict, prohibit, or evict anything without assigning any cause therefore. The reservation covers persons, things, conduct, printed matter, or anything of a character that the St. Clair Park Board determines should be restricted, prohibited, or evicted. In the event of such restriction, prohibition or eviction, the St. Clair Park Board is not liable for any refunds, rentals or other exhibit expenses.

12. Care of building and Equipment – Vendors or their agents shall not injure or deface the exhibit area or the equipment of the exhibit area in any way. When such damage appears, the vendor is liable to the owner of the property. This section includes the care of the grounds, equipment, and buildings or Orchard Park, St. Clair Parks and Recreation Department as owner.

13. Listing in Official Program – If the St. Clair Park Board and the Freedom Fest Committee shall decide to produce an official program for this years event, this contract and payment in full must be in the hands of the Freedom Fest Vendor Coordinator by June 1st, 2010. Contracts and payments received after this date will be added based on printing deadlines and available space