



★ ★ Tacoma Freedom Fair & Air Show ★ ★

2010 - 4th of July – Non-food vendor & Exhibitor Application

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? _____

PROVIDE & CORRECT YOUR CONTACT INFORMATION BELOW

 ----- ← PRIMARY BUSINESS #
 ----- ← SECOND PHONE #
 ----- ← CELL PHONE #
 ----- ← CONTACT NAME
 ----- ← BUSINESS NAME
 ----- ← ADDRESS
 ----- ← CITY/STATE/ZIP+4
 ----- ← WEBSITE
 ----- ← EMAIL

CHECK THE BOX FOR 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

- | | | | | | |
|---------------------------------------|--|---|---|------------------------------------|-----------------------------------|
| <input type="checkbox"/> Fabric | <input type="checkbox"/> Photography | <input type="checkbox"/> Glass/Ceramics | <input type="checkbox"/> Home & Garden | <input type="checkbox"/> Musical | <input type="checkbox"/> Painting |
| <input type="checkbox"/> Wood | <input type="checkbox"/> Toys | <input type="checkbox"/> Wearable Art | <input type="checkbox"/> Furniture | <input type="checkbox"/> Sculpture | <input type="checkbox"/> Jewelry |
| <input type="checkbox"/> Pet Products | <input type="checkbox"/> Health Products | <input type="checkbox"/> Non-Profit (specify) | <input type="checkbox"/> Other (specify): _____ | | |

Mass Produced or Imported Merchandise and local services by small business

- | | | | | |
|--|--|---|--|---|
| <input type="checkbox"/> Clothing | <input type="checkbox"/> Jewelry | <input type="checkbox"/> Glass/Ceramics | <input type="checkbox"/> Music | <input type="checkbox"/> Automotive Accessories |
| <input type="checkbox"/> Wood Products | <input type="checkbox"/> Toys/ Novelties | <input type="checkbox"/> Furniture | <input type="checkbox"/> Home & Garden | <input type="checkbox"/> Rides & Amusements |
| <input type="checkbox"/> Aviation products | <input type="checkbox"/> Sunglasses | <input type="checkbox"/> Pet Products | <input type="checkbox"/> Health Products | <input type="checkbox"/> Other _____ |

Commercial – Corporate & Direct Marketing – Indicate industry category and explain what you want to do.

- | | | | | |
|---|---|--|---|---|
| <input type="checkbox"/> Communications | <input type="checkbox"/> Lead Gathering | <input type="checkbox"/> Financial Services | <input type="checkbox"/> Siding and Gutters | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Automotive | <input type="checkbox"/> Chiropractic | <input type="checkbox"/> Recreation Property | <input type="checkbox"/> Replace Windows | <input type="checkbox"/> 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 dark)

When operating at the same time all my equipment draws a maximum of ____ Amps & ____ Watts from a 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.

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 | <input type="checkbox"/> 10'x10' @ \$300 ea. | <input type="checkbox"/> 20'x10' @ \$500 | <input type="checkbox"/> 10'x10' @ \$1000 | <input type="checkbox"/> 20'x20' = \$ (ask) |
| Handmade Art & Crafts and Non-Profit Booths | Merchandise Vendors - mass produced/imports | Mass produced or imported goods. | Commercial/Corp. & Direct Marketing | Commercial/Corp. & Direct Marketing |

Complete this application and immediately return it with the full amount due. Add 20% after April 1.

Read and sign the reverse side of this application and return it with the full amount due.

Booth fee \$ _____

Payable to: **TACOMA FREEDOM FAIR** • 708 Broadway Suite 106 • Tacoma WA 98402-3778.

Extra Parking \$ _____

Your payment will be returned if you are not accepted. Enter the total amount sent with this application. →

\$

Applications that are not signed on the back page will be rejected. Have you completely read both pages? Yes

4th of July - 2010 Freedom Fair Non-food Vendor & Exhibitor Agreement

This 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 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 Tacoma Events Commission, the City of Tacoma, Impression Productions, 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 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 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 understanding and approval of the COMMISSION.

3. The VENDOR must provide this completed agreement and pay the full booth fee to the COMMISSION before the due date of March 15th. The fee will be fully refunded if the application is not accepted. Accepted checks will be deposited. Once checks clear the bank, a notice of acceptance will be mailed. The canceled check and/or the letter will serve as a receipt. Applications received after April 1 will be late and will be subject to a **20% late fee** to be considered. The VENDOR understands that **no refunds** will be granted after May 1 if canceled. The VENDOR agrees to file a report of sales with COMMISSION promptly. Special requests for spaces are handled according to the date the application is received with payment and with a written request.

4. **INDEMNIFICATION.** VENDOR indemnifies and holds harmless the COMMISSION, 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, Impression Productions, Metro Parks Tacoma, and the City of Tacoma** as additional insured.

5. **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 an/or incurred by the non-defaulting party.

6. **ENTIRE AGREEMENT.** 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. Complete both sides. Sign and return this agreement with your booth fee, a photograph of your booth, list merchandise or your menu and prices.

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

Signature of vendor

Print clearly the name of the vendor & business name

Date signed