

Harvest Bazaar

SATURDAY, OCTOBER 20 • 9AM-3PM

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HARVEST BAZAAR VENDOR AGREEMENT



2018 marks the 28th annual bazaar coordinated and operated by the City of Kennewick. As always, with growth comes change. Please review the 2018 Vendor Agreement thoroughly for new and updated information.

HARVEST BAZAAR VENDOR AGREEMENT

I. BOOTH AND VENDOR RULES

1. Vendor applications must be signed and accompanied with payment to be accepted. Spaces are limited. Registration is on a first-come, first-served basis. Past participation does not give vendor preference. Registration is not official until the registration form is received and payment has been made.
2. Registration is available online in addition to in person. Applications can be sent in by mail, however, the postmark date is not the date of registration. Registration is complete when the Vendor Application is completed, turned in, and payment is received.
3. Proof of purchase of booth(s) will be a receipt sent via email through the City's automated system.
4. Applications received after the Harvest Bazaar spaces are sold out will be placed on a waiting list in the order in which they were received.
5. All bazaar items must be homemade or hand crafted. Commercial, resale, and retail vendors, including, but not limited to, wholesale, retail, and independent sales companies are not eligible to participate. Registration will not be accepted from these companies.
6. Booth location(s) will be respectfully assigned by the event coordinator. Location requests will not be accepted. Vendors will receive space assignments at check-in on the day of setup.

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7. Each vendor booth will consist of 10-foot wide by 6-foot deep space and two chairs. Vendors may provide their own table(s). Table(s) are available for \$10.00 each. Table(s) may not be available on the day of the event. Reserving in advance is strongly recommended.
8. Vendors are prohibited from selling homemade baked goods, jellies, or other foods. All gourmet food vendors and vendors selling food items, no matter the quantity, must prepare items in a Health Department approved kitchen, have the required permits, and must have the proper documentation with the Benton Franklin Health Department. The required guidelines are outlined and enforced by the Health Department, not the City of Kennewick. It is the vendor's responsibility to ensure these requirements are met and must provide the City of Kennewick copies of all documents.
9. If a space with electricity was requested at the time of registration, the vendor must supply a power strip, 15-foot extension cord and cover it with blue painter's tape. Vendor will have the rights to one plug-in due to limited availability. Blue painter's tape is the only acceptable form of adhesive. There is a \$10.00 surcharge for use of electricity; small wattage items such as lamps, lights, etc. only.
10. All tables and chairs must have protective feet/pads to protect the pavilion flooring. A protective barrier such as a piece of cardboard is also acceptable providing the table or chair is stable.
11. Vendors will not be permitted to use side doors during the hours of 9:00 a.m. – 3:00 p.m. on the day of the event. They are emergency exits only.
12. Vendors are not permitted to sell raffle tickets or anything similar to raffle tickets with the intent of collecting money in exchange for the purpose of offering a winning chance for additional money and/or material goods to the customer is prohibited.
13. On Saturday, vendors are asked to be courteous to their customers by parking as far away from the main entrance as possible. This will allow ample parking for the attendees.
14. Chewing gum is not allowed in the pavilion.
15. No open flames (candles, etc.) are allowed in the pavilion.
16. Helium balloons must be weighted. It will be the vendor's responsibility to retrieve all balloons released inside the pavilion.
17. All vendor booth setups must be completed by 9:00 a.m. on the event day. Vendor setup will take place Friday, October 19, 2018 from 5:00 p.m. to 8:00 p.m. and Saturday, October 20, 2018 from 7:00 a.m. to 9:00 a.m. It is recommended that vendors have their booth ready by 8:30 a.m.
18. Vendor tear down begins at 3:00 p.m. immediately following the bazaar. No booth will be dismantled in any way prior to closing time (3:00 p.m.) on Saturday. All vendors and items must be vacated from the pavilion no later than 5:00 p.m.
19. All booths must have an attendant during event hours, 9:00 a.m. – 3:00 p.m.
20. Displays shall be contained within the booth space without projections which could disturb other vendors or hinder flow of traffic.

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21. Table cloths and covers are not provided.
22. Use of audio systems and other sound amplification must have prior approval and arrangement from Southridge Sports and Events Complex management and event coordinators. This includes radios and music systems.
23. Vendors signing this Agreement shall not sublet any part of the space without prior written approval of the event coordinators.
24. All advertising content shall be approved by the City. Advertising tobacco products, drugs, and alcohol is expressly prohibited. The City reserves the right to ensure that all advertising is appropriate for families and children.
25. Vendors are not permitted to sell or offer for sale anything that is of an unwholesome or deleterious nature; or to resort to trickery, concealment, artifice, or untruth for the purpose of concealing or misrepresenting the true nature of merchandise sold; or to resort to any unfair dealing or to cheat any person in any manner; or treat any persons in a rough, vulgar, profane or abusive manner.
26. Food and beverage vendors must fulfill specific requirements and meet the criteria as outlined by the City of Kennewick in the Food and Beverage Vendor Terms and Conditions. All applications are subject to approval.

II. CANCELLATION AND REFUND POLICY

1. All fees associated with the Kennewick Parks and Recreation Department (P&R) Program are non-transferable. When the Kennewick Parks and Recreation Department receives a request for a cancellation/refund, the booth(s) becomes vacant and is forfeited. P&R will first utilize the “Waiting List” to fill the vacancy (Note: booths can’t be filled by family or friends). After the entire waiting list has been expended, vacancies are open to the public on a first-come, first-served basis.
2. Refunds will be issued if cancellations have been received prior to October 1, 2018. Afterward, refunds will only be issued if the booth vacancy can be filled.
3. In the unlikely event this program is cancelled, you will receive a full refund by check, mailed within seven to ten business days (credit card transactions will be issued back to that same credit card account). At any time a participant requests a refund, or a refund from your “recreation credit on account” you will be subject to a \$6.00 administrative fee. The \$6.00 administrative fee will not be imposed if you request the refunded monies to be transferred to another class or activity or request the registration fee to be transferred to your “recreation credit on account” (to be used for any Kennewick Recreation program or class within the calendar year). Once the activity has started or after the established deadline, all refund and transfer options will be forfeited.

III. LIABILITY AND LAWFUL OPERATION

1. City of Kennewick will assume no responsibility for damaged, lost or stolen property. Insurance on vendor’s property is the responsibility of the vendor.

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2. Electricity and use of flammable materials must conform to all local regulations. No gasoline engines will be allowed to operate.
3. Vendor shall comply with all federal, state and municipal laws and administrative rules, including, but not limited to, those relating to licenses, permits, ordinances, and regulations applicable to the exhibit.
4. By submitting this application, vendors give permission for their photo to be taken during the program and used for publicity purposes by the City of Kennewick.

IV. INDEMNIFICATION

1. By submitting this application, vendors give their consent for emergency medical treatment. I understand this is to prevent undue delay and assure prompt treatment. Only a licensed physician will be engaged for such an emergency. Vendors agree to be solely responsible for any medical expenses incurred in this activity.
2. Any damage to premises is the responsibility of the vendor causing the damage. Any restitution for such damage remains vendor's responsibility. Vendor agrees to hold City of Kennewick free and harmless of any liability, injury, or damage to persons or property that may arise out of the use of the premises by the vendor pursuant to this Agreement. Vendor agrees to hold harmless, defend and indemnify the City of Kennewick against all actions, liabilities, damages, losses, expenses, debts, taxes, fees, charges, assessments, and other claims which may be caused by, arise out of, or are in any way associated with or contributed to directly or indirectly, by any act, omission, negligence, fault, or violation of any law or regulation by the vendor or any of the vendor's officers, employees, agents, independent contractors, volunteers, guests, or visitors. This includes, but is not limited to, the costs of investigating, processing, litigating, or settling any such claim and City of Kennewick's reasonable attorney fees.
3. Any matters not herein provided for shall be at the discretion of City of Kennewick and Southridge Sports and Events Complex Management. These terms and conditions shall be governed by the laws of the State of Washington. If any action is brought with respect to these agreed upon terms and conditions, it shall be brought in the courts of Benton County, State of Washington.