

Company Name: _____

Contact: _____ Title: _____

Contact's Phone: _____ Email: _____

Alternate Contact: _____ Title: _____

Alternate Contact's Phone: _____ Email: _____

Mailing Address: _____ City: _____

State: _____ Zip Code: _____

Business Phone: _____ Fax: _____

Idaho Registered Retailer

I Need Form ST-124 (Temporary Sales Tax Permit)

Sellers Permit #: _____

Required Information

** Please provide a complete list of the products that you will be selling, displaying, demonstrating, etc. at the Liberty Festival on the Falls:

Exhibitor

- ** Exhibitor agrees to pay \$100 if exhibitor provides tent, table, and chairs; \$125 if we provide. (\$75 non-profit) to participate as a vendor: _ (initial)
- ** Exhibitor agrees to **NOT sell or give away any beer, wine or any other liquor:** _____ (initial)
- ** Exhibitor is responsible for providing their own electricity: _____ (initial)
- ** Exhibitor understands that the organizer is not providing electricity: _____ (initial)
- ** Exhibitor is responsible for providing their own hoses, electrical cords, electrical adaptors, and any other necessary equipment: _____ (initial)
- ** Exhibitor has read and understands the Terms and Conditions on the reverse of this contract: _____ (initial)
- ** Exhibitor's contracted space will not exceed 15' long x 10' deep: _____ (initial)

The undersigned has agreed to participate as a food concessionaire at the Liberty Festival on the Falls. The Applicant agrees to pay the designated amount as stated on this contract. **FULL PAYMENT MUST ACCOMPANY THE APPLICATION** and is non-refundable. This application shall become binding upon acceptance by the Liberty Festival on the Falls and will constitute a binding contract upon the Applicant, subject to the terms, rules and regulations set forth in this contract.

Authorized Signature: _____ **Date:** _____

4th Annual



Business

Vendor

Agreement

Kerry Huggins
Programs & Events Coordinator
Greater Idaho Falls
Chamber of Commerce
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Telephone: (208) 523-1010 Ext. 15
Fax: (208) 523-2255

TERMS AND CONDITIONS

The Greater Idaho Falls Chamber of Commerce is pleased to announce the 4th Annual AT&T Liberty Festival on the Falls, scheduled for Saturday, July 3rd, 2010. The event will occur in the hours between the Annual Chamber of Commerce Independence Day Parade, held the morning of the 3rd, and the Melaleuca Freedom Celebration held at 10 pm.

Thousands of spectators gather along the banks of the Snake River to witness the fireworks display each year. A majority of these spectators arrive at the river early in the day to stake out a prime spot to watch the fireworks. The Liberty Festival on the Falls offers these early spectators and array of activities to indulge their senses as they await the best fireworks display west of the Mississippi.

The Liberty Festival on the Falls features great food, live bands, arts, crafts, games and an abundance of other activities for the whole family to enjoy.

Event Description:

Held near the falls of the Snake River, the festivities will be located on Memorial Drive between Broadway and E Street and will include opportunities for food vendors, business vendors, and arts/craft vendors to showcase their products and wares. Large military vehicles, fire trucks, and other mega machines will adorn the street for all to admire. If that isn't enough, fair like games and activities will be available to amuse the whole family. Children will be astonished at the sheer size and amount of amusement rides and jumpers to entertain them for hours. And finally it wouldn't be a festival without live music and fun contests.

Date and Time of Event:

Saturday, July 3, 2010
Noon to 10 pm

Estimated Attendance:

Thousands

Cost of Admission:

FREE

1. **Event Organizer:** The Liberty Festival on the Falls is managed and operated by the Greater Idaho Falls Chamber of Commerce (herein called the "organizer")
2. **Contract Condition:** The terms and conditions of these official regulations shall apply to any exhibitor (herein is called "exhibitor") to whom booth space is rented. These terms and conditions have been determined for the protection and best interest of all exhibitors. All points not covered are subject to the decision of the organizer and shall be final.
3. **Application for Exhibit Area:** Application by concessionaire shall be made on the official application form. The organizer reserves the right to accept or reject any application received. The individual, firm, or group named on the application shall be the sole occupant of the booth or stall space unless so stated on the application. Booth space shall be assigned by the organizer. The organizer reserves the right to re-arrange or relocate any exhibitor for the general good of all concessionaires.
4. **Rental:** The application for concession space must be signed by a duly authorized agent of the concessionaire and accompanied by 100 percent of the total rental fee by June 14, 2010. Notice of cancellation must be received by the organizer in writing. At the discretion of the organizer, exhibitor will not be allowed to enter the "Vendor Alley" until all fees have been received by the organizer. Verbal commitments by sponsor or organizer will not be honored. It is the responsibility of the concessionaire to obtain written permission for any deviation of these rules and regulations.
5. **Use of Space Restrictions:** All displays, distribution of printed literature, sales and transactions of business of any nature whatsoever shall be made inside the space contracted.
 - A. **Maintenance of Rental Space:** Exhibitor shall keep their booth space clean and orderly at all times and shall not engage in any activity which would unduly interfere with visitors or other exhibitors or would be in violation of the law. A representative of the exhibitor shall be visible at the booth at all times while the Liberty Festival on the Falls is open to the Public.
 - B. **Safety:** Exhibitors shall take all necessary precautions for the safety of their personnel, other exhibitors and all other persons upon the premises, and shall comply with all applicable provision of federal, state and municipal safety laws, and ordinances to prevent accidents and injuries.
 - C. **Fire Prevention:** Booth decorations must be flameproof and all hangings must clear the floor. Electrical wiring must conform with national Electric Code Safety Rules. City Fire regulations must be observed. Fire Extinguishers are mandatory.
 - D. **Noise Making Devices:** Noise making machines (i.e., radios, videos, public address systems, etc.) must be arranged so that any resulting noise will not annoy or disturb adjacent exhibitors, Liberty Festival on the Falls activities demonstrations and programs.
 - E. **Goods and Services:** Exhibitor agrees to sell only merchandise approved for the area of set up. Food and beverage will only be sold in the food court area. Exhibitor agrees to pay a \$400 fine for selling items that are not approved for their exhibition area.
6. **Booth/Concessionaire Requirements:**
 - A. **Set Up:** Set up will be on Saturday, July 3, 2010 from 7 am to 10 am. Any exhibitor failing to meet the 10 am loading deadline agrees to pay a \$50 fine. All exhibits must be ready for the public by 11 am. Organizer is not responsible for any equipment or merchandise that is damaged, lost or stolen.
 - B. **Tear Down:** Move out will take place at 7 pm on Saturday, July 3, 2010. Exhibitor agrees to pay a \$50 fine if booth/exhibit is taken down early unless advised by organizer.
 - C. **Permits:** Exhibitor is responsible for being informed about and complying with all state and local licensing requirements, including but not limited to health permits and sales tax permits.
7. **Water/Hand-washing Station:** Exhibitor should bring their own water and clean-up equipment such as buckets, towels, mops, cleaners, brooms, etc. Exhibitor should plan to dispose of any wastewater at home.
8. **Liability:**
 - A. **Statement of Policy:** The Greater Idaho Falls Chamber of Commerce board, organizers and their staff members disclaim all liability for damages or losses caused to or by any exhibitor by fire, water, flood, windstorm, utility failure, rodents, acts of vandalism, insurrection, civil disorder, strikes, criminal acts or thefts. Liberty Festival on the Falls shall not be responsible for any failure or electric or other services. Concessionaires wishing to insure their goods must do so at their own expense. Concessionaires shall at all times protect, indemnify, save and keep harmless the organizer, Greater Idaho Falls Chamber of Commerce and their agents, representatives or employees against any and all loss, costs, damages, liability or expenses arising from or out of or by reason of any accident or other occurrence to anyone including the concessionaire, its agents, employees or invitees which arises from or out of by reason of said concessionaires occupancy and use of exhibition premises or a part hereof or out of any act or admission of the concessionaires, its agents, employees or invitees.
 - B. **Theft and Loss:** The Greater Idaho Falls Chamber of Commerce board and staff members will not be responsible for loss or damage of any equipment, animals or property.