



MISSOURI TARTAN DAY FESTIVITIES
APRIL 13-15th, 2012

VENDOR INFORMATION & REGISTRATION FORM
REGISTRATION DEADLINE: MARCH 1, 2012

Vendor Name: _____

Vendor Type (check one): Food Merchandise

Vendor Contact Name: _____

Address: _____

Phone Numbers Home/Business: _____ Cell: _____

Email Address: _____ Website: _____

MO/Federal Tax ID# or SSN#: _____

Vehicle Make, Model, Color, & License #: _____

Driver's Name: _____

All items/demos/services must fall within Missouri Tartan Day Festivities Board guidelines (see Policies and Regulations) and are subject to a review and approval process by MTDF Board.

Detailed Description of Wares (food vendors must provide a full menu):

(If more space is needed, please attach separate sheet)

VENDOR SPACE (PLEASE CHECK) _____ 15' X 15' space - \$225 _____ 30' X 30' space - \$275

E-mail for custom sizes. (If you need more than a single space, please indicate whether you need your spaces to be side-by-side OR front-to-back facing frontage.)

Additional Food Vendor Fee-- There will be an additional fee of 5% of gross sales, to be collected by Vendor Chair OR Treasurer at festival closing. (If vendor leaves prior to festival closing, fee must be paid prior to vacating grounds.)

Clean Up Fee Deposit: Please include a separate check for \$100 (check will be returned upon inspection of area prior to exit from the park)

ELECTRICAL – Special Electric hookups must be arranged prior to Festival. First come/first served.

In the event that flooding forces the festival out of the park, vendors are responsible for providing their own generators for power.

Number of hookups needed (duplex) _____ **Number of special hookups (detail below):** _____

Special electrical needs details (example: Nema Classification L5-30, or draw configuration):

All vendors will be provided (1) wrist band allowing the purchase of alcohol per adult over 21. It is your responsibility to inform the director of vendors how many wrist bands you will need. ID will be checked prior to the release of requested wrist bands.

of wrist bands needed: _____

Signature: _____

By signing above, I acknowledge that I have read and agree with all of the attached policies and requirements of Missouri Tartan Day Festivities.”

Please attach a copy of certificate of insurance (include copy of vehicle insurance card(s) THIS IS MANDATORY

PLEASE MAKE CHECK OR MONEY ORDER TO: **Missouri Tartan Day Festivities or MTDF**

For additional information, please visit our website at: www.motartanday.com

Mail your payment to the following:

MTDF 2012
Attn. Jake MacGregor, VENDORS
1900 Krekel Place,
St. Charles, MO 63301
c. 314-566-7547
macgregor-vendors@hotmail.com

MISSOURI TARTAN DAY FESTIVITIES VENDOR POLICIES AND REGULATIONS

BOOTH POLICIES

- **SCOTTISH-AMERICAN GUIDELINES:** All products should be appropriate to the Scottish-American theme of Tartan Day. An abundance of items from other cultures or countries must be approved by the Board. Food vendors must provide a full menu of the items that they plan to sell (no exceptions).
- **Merchandise Vendors** are **REQUIRED** to stay open from **5:00 PM** until **8:00 PM** on Friday, **10:00AM** until **8:00PM** on Saturday, the park is lit, but individual booth lighting is your responsibility) and **10:00 AM** until **5:00 PM** on Sunday. Early set-up on Friday is permitted from **11:00AM** until **4:00PM**.
- **Food Vendors** are **REQUIRED** to stay open from **5:00 PM** until **10:00 PM** on Friday, **10:00AM** until **10:00PM** on Saturday, the park is lit, but individual booth lighting is your responsibility) and **10:00 AM** until **5:00 PM** on Sunday. Early set-up on Friday is permitted from **11:00AM** until **4:00PM**.
- No ground fires without prior approval by MTFD Board. (Due to St. Charles Parks Dept. regulations & St. Charles Fire Marshals order)
- You are responsible for keeping your area clean. If you do not, you will not have your clean-up deposit refunded to you, and face the possibility of not being invited back.
- All food vendors must have a regulation fire extinguisher in their booth. (Per. Fire Marshalls orders)
- Vendors must stay within the space allotted by your rental fee. If you exceed the set limits (**including tent, tie-downs, outside displays, etc.**) you will be assessed the fee for space used at the rate of **\$25.00** a foot past rented area.
- While there will be general on-site security, MTFD assumes **NO** responsibility or liability for you or your property. Please make sure you use common sense in securing your area and your person. By your signature on this contract you are waiving your right to take any legal action against Missouri Tartan Day, or any member of their board, or any representatives thereof.
- **Vendor locations will be assigned at the sole discretion of the MTFD Board, Chairman of Vendors & Grounds Director.**
- Cancellation must be received in writing by the MTFD Board no later than March 1, 2012 to receive a refund of any fees paid, less an administrative fee of **10%**.
- In the event that inclement weather forces the cancellation of all or part of the Festival, there will be no refunds. MTFD is still obligated to pay performers, etc.
- In the event that flooding forces the festival out of the park, vendors are responsible for providing their own generators for power.
- Should any vendor display an item not in keeping with the Scottish-American theme of Tartan Day, or not having Board approval, vendor will be required to remove said item/items.
- Cooking oil cannot be disposed of at the event. Oil must be transported out by vendor.

MISSOURI TARTAN DAY FESTIVITIES VENDOR POLICIES AND REGULATIONS

BEVERAGE EXCLUSIVITY POLICIES

- **Pepsi is the exclusive soft drink vendor for Missouri Tartan Day Festivities (including water).** All non-alcoholic beverages must be purchased through Pepsi at the event. Pepsi will have a trailer of product present at the park for vendors to purchase at a special event price. Pepsi will provide cooling troughs for each vendor. The vendor is responsible for providing ice, which can be purchased directly from Missouri Tartan Day Festivities or provided by the vendor. Vendors purchase product by the case. At the end of the festival, Pepsi will buy back any unopened, un-iced, full cases of product from the vendor (if the vendor so chooses).
- **Exceptions:** Vendors may sell Irn Bru, Fresh Squeezed Lemonade, Fresh-Made Tea, Home-made Root Beer, Coffee, Hot Tea, Hot Chocolate, or other fresh hot beverages.

INSURANCE/LIABILITY/ASSESSMENTS POLICIES

- Returned check policy: A **\$35.00** fee will be added to all returned checks plus a **\$50 admin fee**. The returned check amount, plus **\$85.00** in the form of cash, cashier's check, or Money Order, must be submitted to the MTDF Board in order to retain your space at the event. Vendor will also be held responsible for any and all costs incurred by MTDF in recovering said fees. Non-payment will result in removal from festival, not being invited to return, and possible legal action.
- All vendors must carry adequate liability insurance and provide the MTDF Board with proof of same, submitted with application and fees. MTDF assumes no responsibility for obtaining said insurance for any vendor.
- Indemnity Agreement: Vendors agree, and indicate by signature, to indemnify and hold Missouri Tartan Day Festivities harmless from any and all claims, debts and/or liabilities arising by contract, tort or otherwise out of operation of the booth(s) and shall defend any lawsuits brought against MTDF or its assigns, by a third party of any nature or form whatsoever as a result of the vendor's operation. The vendor agrees to hold MTDF harmless from all claims for damage or loss arising out of or connected with, in any way whatsoever, the vendor's use of connection therewith.

VEHICLE POLICIES

- Access to park will begin at **11:00AM on Friday** and all vendor vehicles must be off property and parked in assigned parking area by **4:00 PM on Friday; there will be limited access for SET-UP ONLY on Saturday morning from 7AM – 9AM.**
- **This is a 2 1/2-day event. There will be NO break-down on Saturday AT ALL. There will be no vehicle access on Sunday morning. No one will be permitted to leave the grounds prior to one half hour AFTER festival closing.** The exiting of vehicles from the park upon completion of the festival is completely up to the Saint Charles Parks Department. Do not argue with the Park Rangers. This involves an orderly line up of vehicles and guarantees that nobody is driving on the grass and damaging the park.

MISSOURI TARTAN DAY FESTIVITIES VENDOR POLICIES AND REGULATIONS

VEHICLE POLICIES (continued)

- Staying overnight with your tent is permissible. Again, no vehicles are allowed on property for this, or any other reason.
- Assigned parking: After unloading, vendors will park in designated areas of the Boathouse parking lot. Maps will be available.
- Failure to remove vehicles by stated times will result in a fine to the vendor of **\$50.00**, payable on day of occurrence to MTFD. Non-payment will result in removal of vendor from festival, and reporting to St. Charles City Police Department.
- **NO VEHICLES SHALL MOVE IN THE PARK WITHOUT THE DIRECT PERMISSION OF THE MTFD GROUNDS DIRECTOR OR PARK OFFICIAL. YOU WILL BE SUBJECT TO LEGAL ACTION, FINES OR ARREST.**
- All vendors with any type trailer will provide ground boards **4'x4' (feet) under each tire** or you will not be allowed to park your vending trailer.

MISCELLANEOUS POLICIES

- Vendors are, at all times, responsible for conduct and behavior of all persons/animals associated with them and/or their business.
- MTFD observes all City of St. Charles laws and ordinances governing animals and these must be observed and will be strictly enforced. In addition, all pets must be kept away from Tartan Day animal participants. We will have many on-site animals!
- Vendors must collect sales tax on all applicable items and supply MTFD with their Tax ID# OR their Social Security # for reporting purposes.
- Approved Substrate—You may use anything but straw or tarps in the event of wet weather/park conditions.
- Vendor agrees to the use of their name and/or picture image by MTFD for promotional purposes.
- Any disciplinary infractions that result in a financial penalty will be assessed a \$50 administration fee.

DISCLAIMER

- Missouri Tartan Day Festivities (MTDF) shall not be responsible in any manner or form for failure of event to be open and operable for any reason or cause whatsoever. MTFD shall provide general, on-site security; however, MTFD shall have **NO** liability for theft or damage to merchandise, displays, vehicles or any other property of vendors, participants, or any other persons entering Festival area with or without consent of MTFD.