



# 9<sup>th</sup> Annual Perry Fall Festival

## VENDOR AGREEMENT

Perry Pride would like to invite you to be a vendor at the 9<sup>th</sup> Annual Perry Fall Festival, Saturday, Sept. 9, 2017, in historic downtown Perry, Kansas. The following terms apply and are agreed upon by the parties for the duration of the festival as follows:

- The time period for vendors is 9 a.m. – 4 p.m.
- Vendors can begin set up no earlier than 7 a.m.
- All activities of the Perry Fall Festival and its representatives/customers/vendors shall be family friendly according to the values of the City of Perry, Kansas, and shall put citizen safety first.
- All vendor privileges shall be on a first come, first served basis, and may be revoked by the committee based upon any infringement of our safety and family friendly products and behavior policy.
- No weapons/knives, alcoholic beverages, or controlled substances shall be sold or carried on the premises.
- Each vendor shall receive an approximately 11' X 11' space on concrete, gravel or grass. No electricity provided. You may provide a generator for your use, at a safe distance from any patrons of the event. Noise must be limited.

**Perry Fall Festival committee agrees to:** provide a space for each vendor on concrete, gravel or grass, as well as public port-a-potties and trash cans, an information booth, activities of a family friendly nature attracting the public.

**The Vendor agrees to:** provide safe and family friendly product(s)/information to sell or display, have sanitary conditions in food preparation and service areas, to set up/clean up own area, have own electric supply, comply with the committee's requests.

### Signed agreement and fees are due by Sept. 1, 2017

- FREE – Community Information Booth (no food, sales or fundraising)**
- \$50 – Vendor**

|                                       |   |              |
|---------------------------------------|---|--------------|
|                                       |   |              |
| vendor name <i>(to be advertised)</i> | product/service <i>(to be advertised)</i> | contact name |
|                                       |   | ( ) -        |
| address                               | email                                     | phone        |

#### ACCIDENT WAIVER AND RELEASE OF LIABILITY

**Name of the Event: Perry Fall Festival, Historic Downtown Perry, Date of Event: Saturday, September 9, 2017**

I, HEREAFTER CALLED THE "VENDOR", HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THE PERRY FALL FESTIVAL, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that there are no reasons or problems which preclude my participation or my representative's participation in this event.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the Perry Fall Festival in which I shall participate, and that it will govern my actions and responsibilities at said event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: The Perry Pride Committee, and the City of Perry, and/or any and all of their directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event volunteers;

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this event, whether caused by the negligence of release or otherwise. I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

|            |           |      |
|------------|-----------|------|
|            |           |      |
| print name | signature | date |

Return your signed agreement by Sept. 1, 2017 to [perrypride-exec@perrykansas.us](mailto:perrypride-exec@perrykansas.us) or Perry Pride, PO Box 232, Perry, KS, 66073.