

ROUNDUP INDEPENDENCE DAYS
EXTRAVAGANZA
(RIDE)

**VENDOR PACKET
2019**

ROUNDUP INDEPENDENCE DAYS EXTRAVAGANZA
BOX 21
ROUNDUP, MT 59072

ROUNDUP INDEPENDENCE DAYS EXTRAVAGANZA
JULY 4th – JULY 7th 2019

VENDOR INFORMATION & APPLICATION

Dear Vendor,

The Planning Committee of the 2019 Roundup Independence Days Extravaganza (hereafter referred to as RIDE) would like to personally invite you to participate in our festivities. We will be conducting RIDE at the Roundup City Park again this year. The dates for vendor exhibits will be July 4th - July 7th. Refer to the Schedule on the web site "RoundupRIDE.com" for daily times. The committee would like to express their sincere "Thank You" for your interest in our annual festival.

EXHIBITOR FEES:

The cost of each booth space this year will be as follows:

- \$100.00 for food vendors; and
- \$25 for arts/crafts (non-food) vendors.

Spaces will be assigned on a first come first served basis until available space is filled. The dates for vending will be July 4th – July 7th. Please secure your space by June 1st, 2019. Payment for secured spaces must be made in the form of a check or money order made payable to RIDE.

BOOTH MAINTENANCE:

- A. Vendor is responsible for all maintenance of its assigned space. At all times, including the hours during which RIDE is open to the public, the vendor shall maintain its booth in a cleaned and orderly manner and shall take all steps that may be necessary to prevent injury or damage to any person or other vendor on the premises. Vendor shall, at their own expense, within 4 hours after close of the festival, remove all vendors' property from the premises. The space shall be left broom clean and in the same condition or better as when first occupied by vendor.
- B. Set-up for vendors will start Thursday, July 4th . Vendors will receive space assignments from Darcy Dutton either prior to or when arriving at the festival grounds. Any questions can be addressed by contacting Darcy Dutton 406-781-2752 (cell) 323-3237 (home). Please call if you would like to set up the day before.

SERVICES PROVIDED:

Each vendor will be supplied with one (1) 110 electrical socket in or around the vendor assigned space for Booths with electricity. About half the Booths are not planned for electrical connections. RIDE shall not be responsible for any failure or damage incurred due to breaks or surges in electrical supply.

The vendor shall be completely responsible for their own security within their assigned areas. Vendors shall be solely liable for the acts and conducts of all persons acting for and on behalf of said vendor. You are responsible for your own security.

Vendors should discuss any additional service needed with Darcy Dutton, and those needs shall be met if at all possible.

LIABILITY AND LIMITATIONS ON LIABILITY:

- A. Vendor shall be liable for the negligence, willful acts and omissions of its employees, officers, exhibitors, subcontractors, guests and invitees.
- B. Vendor is solely responsible for any loss or damage to any property belonging to vendor or any vendor's agents, servants, employees, contractors, patrons, guests and invitees.
- C. In NO event shall RIDE be liable to vendor for any lost profits, sales or any incidental, consequential or special damage.

INDEMNIFICATION AND HOLDS HARMLESS:

Vendor shall indemnify, hold harmless and save RIDE from and against all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments; including any investigation, legal, and other proceeding, recovered from or asserted against RIDE on account of injury or damage to person or property to the extent that any such damage or injury may be omission, negligence or misconduct on the part of the vendor or any of its agents, servants, employees, contractors, subcontractors, patrons, guests, sublicensees, invitees or any other persons entering upon the licensed premises or common areas with the express or implied invitation or permission of vendor or when any such injury or damage is the result, proximate or remote of the violation by vendor or any agents, servants, employees, contractors, subcontractors, patrons, guests, sublicensees, or invitees. The indemnification of RIDE by vendor shall be effective unless damage or injury results from the sole negligence of RIDE.

When RIDE proposes to assert the right to indemnify under this section with respect to third-party claims, actions, suits or proceeding; RIDE shall, within 30 days after the receipt of notice of the commencement of the claim, suits or

proceedings, notify vendor in writing, enclosing a copy of all papers served or received. On receipt of the notice, vendor shall have the right to direct the defense of the matter but RIDE shall be entitled to participate in the defense and, to the extent that RIDE desires, to jointly direct the defense with vendor with counsel mutually satisfactory to RIDE and vendor, at the vendor's expense. RIDE shall also have the right to employ its own separate counsel in any such action. The fees and expenses of RIDE's counsel shall be paid by RIDE unless (a) the employment of the counsel has been authorized by vendor; (b) RIDE has reasonably concluded that there may be a conflict of interest between vendor and RIDE in the conduct of the defense of the action. In each of these cases, the fees and expenses of RIDE's counsel shall be paid by vendor. Neither vendor nor RIDE shall be liable for the settlement of any action or claim described in this section that is effected without their consent.

LAWS, RESTRICTIONS AND REGULATIONS:

- A. The vendor shall comply with the laws, regulations, rules and ordinances of RIDE, Roundup City Park that relate in any way to the event and the use of the licenses premises. Any material violation by the vendor of any law, shall constitute a breach of the contract agreement.
- B. The vendor shall use the premises in a safe and prudent manner and in compliance with the written or oral laws and regulations of RIDE.
- C. The vendor shall not sell, distribute or have in its possession on the premises alcoholic beverages or addictive drugs.
- D. Vendor shall not discriminate against any person because of the person's race, sex, color, disability, religion or national origin.
- E. All vendors selling food to the public will be required to have in their possession a valid license to sell food to the public.
- F. RIDE reserves the right to prohibit the sale of goods it deems unsuitable or offensive. No scheme or device that is illegal, in bad taste or detrimental to RIDE shall be allowed. RIDE reserves the right to require cessation of any such activity.
- G. RIDE reserves the right to close any vendor down for whatever reason deemed necessary by the RIDE board.

LIABILITY RELEASE:

In consideration for vendor receiving permission to act as a vendor during the Roundup Independence Days Extravaganza, vendor hereby releases, waives, discharges, acknowledges and agrees that RIDE shall not be held liable in any way from an occurrence resulting directly or indirectly from vendor activities that result in injury, death or any other damages to property during the event.

RIDE looks forward to having you participate in the fabulous event. If you need additional information, please contact us at RIDE, PO Box #21, Roundup MT 59072; or call Darcy Dutton.

VENDOR APPLICATION

NAME: _____ Date: _____

Mailing Address: _____

(include city, state and zip code)

Phone: _____

E-Mail Address: _____

FOOD VENDOR?: YES: _____ NO: _____

IF FOOD VENDOR, What type of food will be sold?: _____

IF NON-FOOD VENDOR, What type of product will be sold?: _____

Electricity desired? Yes _____ No _____ 110/220 _____

Funds included: _____ # Wrist Bands desired: _____

Additional information: _____

Mail your completed application to: RIDE c/o Darcy Dutton, 50 South Canyon Drive, Roundup MT 59072. Please ensure your check or money order is accompanied with this application. Non Profits check will be returned with completion of evaluation form.

Vendor personnel are encouraged to purchase the “all-inclusive” wrist bands (\$35/adult-\$25 before 6/1/19 and \$5/youth) so they can participate in all the festival events. If vendor personnel do not wish to support the festival in this way, they will be supplied with a “Vendor badge” which allows their personnel to work at their concession area only. (2 vendor badges per booth)