

**14th Annual Freedom Run
Vendor Application
Saturday, June 18th 2016 Marseilles, Illinois**

Company/Organization	
Primary Contact Full Name	
Title	
Address (this is the mailing address That you will receive all correspondence)	
City/State/Zip	
Phone	
Cell Phone	
Fax	
E-Mail	
Web site (if available)	

Type of booth: Please explain type of merchandise sold:

****If you are a food vendor with a trailer, there is LIMITED space. Trailer food vendors will be on a first come first serve basis. RESERVE EARLY! Please include size of trailer **with tongue**. Trailers will be placed on Main Street and **MUST be set up Friday evening between 6-8 p.m.** You must call ahead of time to schedule an appointment to place your trailer. There will be **NO** exceptions. If your trailer cannot be placed Friday evening, it will **NOT** be placed Saturday morning. Also, if you have a supply trailer that must be near your trailer, you **MUST** indicate on this application.**

10x10 Booth Space

Main Street Merchant	FREE
\$ 85.00 Non for profit	_____
\$ 100.00 Local business with a <u>Marseilles address</u>	_____
\$ 200.00 all others	_____
Late fee after May 31,2016 \$10.00	_____
TOTAL check enclosed	_____

Make checks payable to: City of Marseilles and Mail to:

ATTN: **Cherise Byone Freedom Fest Coordinator**
 City of Marseilles
 209 Lincoln
 Marseilles, IL 61341
marseillesfreedomfest@gmail.com
 815-481-0760

POWER NEEDED?
 Yes _____ NO _____
**BRING YOUR OWN HEAVY DUTY
 EXTENSION CORD TO
 ACCOMMODATE THE 50'
 DISTANCE TO POWER SOURCE**

Signature: _____
Acknowledging agreement to Rules and Regulations Provided
Applications will not be considered received until all information is complete and fee is submitted.

Date: _____

FREEDOM RUN VENDOR AGREEMENT OF PARTICIPATION

THIS agreement is made between the City of Marseilles, and the Business as named and stated in on the Application (attached) hereinafter referred to as "Participant."

WHEREAS the City is promoting a community event entitled "FREEDOM RUN" to be held in certain designated areas in downtown Marseilles on June 18th, 2016.

WHEREAS PARTICIPANT desires to participate in the Freedom Run in accordance with the agreement herein contained and pursuant to the rules, restrictions and regulations promulgated from time to time by the CITY.

NOW THEREFORE, in consideration of (1) the full payment of fees as set forth in the application/agreement and (2) Participants agreements and continued performance thereof as set forth herein, the parties hereto agree as follows:

SECTION 1. OBLIGATIONS OF THE CITY

It is the obligation of the City to provide the PARTICIPANT with the following:

- An exclusive site (ground space)
- Electricity on site needed for PARTICIPANTS use in accordance as stated in the application.
- Refuse provisions for PARTICIPANTS use in accordance as stated in the application.
- Event-wide publicity and advertisements.
- Entertainment on a scheduled basis (weather permitting).

SECTION 2. OBLIGATIONS OF THE PARTICIPANT

- Payment of all deposits and fees, all fees are non-refundable regardless or circumstances.
- PARTICIPANTS activity and menu shall be substantially as presented in application and as agreed by the CITY.
- PARTICIPANT shall utilize electrical devices as stated in the application. CITY reserves the right to refuse usage of electricity to any PARTICIPANT if electrical devices operated are utilizing more than the approved amount as stated in the application.
- PARTICIPANT must assume full responsibility for the participant's property to protect from loss, theft, or damage while on site of the event and to insure it against such risks.
- **FOOD PARTICIPANT ONLY** must provide certificate of insurance prior to the event.
- PARTICIPANT shall know and comply with all applicable federal, state, and local laws and ordinances.
- PARTICIPANT will comply with all rules and guidelines established for the operation of the Freedom Run (attached) and any additional rules and guidelines established by CITY from time to time.
- PARTICIPANT shall obtain, at its own cost and expense, all permits or licenses necessary to carry out any activity described.
- **PARTICIPANT will not sell or dispense any alcoholic beverages. This is the exclusive right to the Marseilles Liquor License Holders.**
- PARTICIPANT will at all times keep PARTICIPANT'S site clean and clear of litter and debris. PARTICIPANT is responsible for hauling debris (as noted on application) to areas designated by CITY. To open and close site in a timely manner in accordance with the rules and guidelines.

SECTION 3. CITY RIGHTS TO REGULATE

The CITY reserves the right to regulate or terminate vendor activity with respect to activities that conflict with the nature of the Freedom Run, threaten the public health, safety or welfare or pose a threat to the general peace of the public. The CITY reserves the right to control allocation of resources.

SECTION 4. HOLD HARMLESS AND INDEMNIFICATION

- **FOOD PARTICIPANT** will provide evidence of liability insurance as required, listing the City of Marseilles as additional insured.
- PARTICIPANT agrees that neither city nor any other public or private property owners whose property is utilized for the Freedom Run shall be liable for injuries to the participant's business or any loss of income there from, or for personal injury or damage to the property of the participant, its employees or customers, or any other individual around participant's site area, regardless of whether injury or damages arise from other sources, including power outages.
- To the fullest extent permitted by law, the participant shall indemnify, defend, keep and hold harmless the City of Marseilles, Marseilles Police Department, Marseilles Fire Department, Marseilles Area Ambulance and all individuals of said organizations or those assisting them, against all injuries, losses or claims of whatever kind and nature, to pay all legal fees connected with same and any claim against participant in connection with participant's participation in said Freedom Run.

SECTION 5. ASSIGNMENTS OF RIGHTS

The participant's interest, rights, obligations and responsibilities under this Agreement may not be transferred or assign

SECTION 6. CANCELLATION OR FREEDOM RUN

The Freedom Run may be cancelled without notice in the event of threat to the public health, safety or welfare, as determined by federal, state or local officials' charges with making such determinations. The City shall not be liable to the participant for any losses incurred by cancellation of Freedom Run.

SECTION 7. GOVERNED BY ILLINOIS LAW

This agreement shall be governed as to performance and interpretation with the laws of the City of Marseilles, LaSalle County and the State of Illinois.

Signature _____ RETURN WITH APPLLCATION Date _____

14th ANNUAL FREEDOM RUN VENDOR RULES AND REGULATIONS FOR JUNE 18TH, 2016

The City of Marseilles invites you to participate at the 14th Annual Freedom Run. The Freedom Run is held on Main Street and the adjacent side streets in Marseilles and generates over 20,000 visitors. There is no admission charge for visitors to the Freedom Run.

GENERAL FREEDOM RUN RULES & REGULATIONS

- a. Applicant understands that the role of the City of Marseilles is to provide a space.
- b. The City of Marseilles, its employees, and any volunteers associated with the Freedom Run are not responsible for any losses or damages to the applicant's booth or any of its contents.
- c. There will be no staking in asphalt or tying items off trees.
- d. **There is to be no alcoholic beverages brought to the event. Any cooler brought to the event will be subject to search.**
- e. City officials who are responsible for the Freedom Run have the authority to remove any vendor from the event for any action of non-compliance with an official request.
- f. **Inclement weather does not constitute a refund of vendor fees.**
- g. There is no rain date. The event is held rain or shine.
- h. Misrepresentation of products, services, sales, wares or **affiliations** will be grounds for immediate removal **without refund**. This includes but is not limited to any lewd or offensive behavior, or any affiliation with any group or club that would offend the general public.

FOOD and VENDOR RULES AND REGULATIONS

SETUP: No booths will be allowed to set up any later than 8:30 a.m. Applicant understands that there is no vehicle traffic near the booths after 8:00 a.m. and that parking is off-site.

You may begin setup of your booth as early as 7:00 a.m. on June 19th. You will need to have your booth in place and your vehicle removed from the area by 8:30 a.m.

From 8:00 a.m. until midnight Main Street will be closed to vehicle traffic. The main group of motorcycles should start arriving at or about 11:00 a.m. and 11:00 p.m. will be the latest you will be able to have your booth open. All booths must be removed immediately after the conclusion of the event.

Please remember that if your booth is south of the railroad tracks, you most likely will not be able to have vehicle access to your booth until after 11:00 p.m. You should plan accordingly to have equipment to move your wares if you decide to close earlier than 11:00 p.m.

HOURS: Applicant will maintain their space Saturday, June 18th, 2016 From 10 a.m. to 6 p.m. However, you may stay open until the closing of the event at 11:00 p.m. **VEHICLES WILL NOT BE ALLOWED NEAR BOOTHS FOR TAKE DOWN PURPOSES UNTIL AFTER 11:00 p.m.** If you need to restock your booth during the event, you should make arrangements to transport your goods and wares from your vehicle to your booth. You may park your vehicle in any legal parking space **east** of Main Street.

FOOD TRAILERS ONLY: Please list the size of your trailer including the tongue on the enclosed vendor application. Space for food trailers is limited. Therefore, you will want to reserve your space early. Set up for trailers is Friday, June 17th between 6-8 p.m. **NO EXCEPTIONS.** Trailers that arrive Saturday morning will **NOT** be allowed to set up.

INSURANCE: Participants must provide City of Marseilles/Freedom Run **FOOD VENDOR** with Certificate of Insurance naming the **THE CITY OF MARSEILLES** as additional insured's for said event. Liability coverage must be for at least one million dollars (\$1,000,000.00) of general liability and one million dollars (\$1,000,000.00) per accident and disease for worker's compensation and employer's liability.

SCREENING AND FIRE EXTINGUISHERS: Non-flame retardant screening material must be kept at least 24 inches from any heat producing device or flame. Operators of booth space with heating and/or electrical devices are responsible for providing an approved and functional fire extinguisher.

GARBAGE: Vendor agrees to keep site area clear of litter and debris at all times. Vendor will haul refuse to designated areas. At the close of the event, the booth space must be left as you found it.

WATER: There is **NO** access to directly connect to potable water. There will be Water available via a spigot connected at a fire hydrant. If you need water, you must provide your own containers and a means to transport it. There will be no hoses connected in any manner.