



City of Melissa and Melissa Area Chamber of Commerce



CELEBRATION OF FREEDOM VENDOR APPLICATION
Saturday, June 24, 2017 – Vendor Setup begins 3pm

Exhibitor named below hereby applies for booth space at the event described herein. Enclosed with this form is the entry fee listed below. By signing where indicated below, the exhibitor agrees to provide the items outlined in the terms and conditions included in this form and agrees that the entry fee is non-refundable. **The chamber reserved the right to escort non permitted vendors to leave the event**

- Please check one:
- 10 x 10 Booth without electricity \$60.00
 - 10 x 10 Booth with electricity \$90.00
 - Additional Adjacent Booth space\$35.00 (no electric)
 - Contained Concession Trailer w/electricity \$250.00

Company or Organization Type: Food Vendor** Business Other Vendor Type

Company Name: _____

Address: _____ City: _____ State _____ Zip: _____

Contact Person: _____ Cell Number: _____ Alt Phone: _____

Email: _____ Website: _____

Please list ALL items you intend to sell. We are attempting NOT to duplicate some items.
If items are not listed on the form and are being sold at the event, the chamber may ask you to remove the item or leave the event.

Items being sold: _____



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The City of Melissa is a government entity and Melissa Area Chamber of Commerce is a non-profit organization formed to promote and support local businesses and community events. We are committed to making this event a family friendly time and we reserve the right to refuse your booth without a refund, if your company or organization is representing a distasteful or offensive product or service.

** All food vendors are required by county health code to purchase a permit to serve food at the Celebration of Freedom event through Collin County. (You must provide a copy of your Health Permit from Collin County within 7 days after application). Copies are available through the Collin County website listed below:

http://www.collincountytx.gov/development_services/forms/Food_Service-Health_Application_for_Short_Term_Event.pdf

I have read and understand the Exhibitor application and I have been given the Terms and Conditions and I agree with all terms and conditions outlined. I understand that this is a full and binding contract between myself, my organization or company and the City of Melissa and the Melissa Area Chamber of Commerce.

Printed Name

Title

Signature

Date

The Melissa Area Chamber of Commerce recognizes and acknowledges that there are certain risks involved in participating in various community events such as the aforementioned. By signing the application and terms and conditions for the City of Melissa and Melissa Area Chamber of Commerce Celebration of Freedom Event to be held on June 24, 2017, the vendor hereby agrees to assume the full and complete risk of any injuries, damage, or loss, regardless of the type or severity or in any way occurred, which any one person running a booth or equipment thereof may sustain during said event. The signer of this agreement does hereby fully release the Melissa Area Chamber of Commerce, the City of Melissa, its officers, agents, servants and employees from all claims, including attorney’s fees, resulting from injury, damage, or loss sustained by any of its employees, officers, agents, servants, volunteers and employees, or caused by them and arising out of, or connected with, or in any way associated with the aforementioned event.

Vendors Can Not Leave Until Crowd Has Cleared Out

I, the Exhibitor, have read, understand and agree with all terms and conditions set forth by the MACC Celebration of Freedom Event Committee.

Printed Name

Title

Signature

Date



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Terms and Conditions June 24, 2017 Annual Celebration of Freedom Event

1. **Event:** The event title is the Celebration of Freedom and will be referred to in the remainder of this document at "event" or "the event".
2. **Producer:** Producer of the event is the Melissa Area Chamber of Commerce and will be referred to in the remainder of this document as "MACC".
3. **Exhibitor:** The Exhibitor is any person, company, non-profit or entity making application for the event.
4. **Payment:** Payment for the booth space shall be made due and payable at the time of application. Applications may be mailed to: MACC, P O Box 121, Melissa, TX 75454 or dropped off at the chamber office location: 1501 W. Harrison, Melissa, TX 75454 or making contact with Bill Jones, MACC Executive Director at 903-227-4538 cell# or melissaareachamber@gmail.com for special arrangements.
5. **Amendments to Rules:** Any changes or requests proposed are to be discussed among the Event Committee and if needed, presented to the City of Melissa and / or the MACC for Board of Director approval.
6. **Booth Set-up and Take-down:** Exhibitor is solely responsible for all set-up, take-down and clean up of booth area before, during and after the event. If the exhibitor does not clean up area, the MACC reserves the right to invoice Exhibitor for costs incurred for clean-up.
7. **Event hours:** Event begins at 5:00pm on Saturday, June 24, 2017 and ends at 10:00pm on Saturday, June 24, 2017. Exhibitors must begin set up no later than 3:30pm on Saturday, June 24, 2017 and begin take-down and clean up no later than 11:00pm on Saturday, June 24, 2017.
8. **Cancellation:** Exhibitor must cancel, if unable to attend event, no later than 2:00pm on Thursday, June 22, 2017. ***In the event of rain, there will be no refunds. There is not a rainout date scheduled, this is a rain or shine event date.***
9. **Permits:** Exhibitor is required to obtain all necessary health permits to sell or distribute food to patrons.
10. **Compliance to laws:** Exhibitor is required to abide by all local, city, state or federal laws, rule and regulations and ordinances in force.
11. **Fire and Safety Laws:** Exhibitor is required to abide by all local, city, state or federal fire and safety codes and ordinances in force. Smoking is prohibited on school property and under the event rules and regulations.
12. **Limitation of Liability:** Exhibitor understands that MACC or City of Melissa is not held responsible for any theft of product, damage of product or injury to any exhibitor during the event.
13. **Exhibitor Representative:** Exhibitor understands that a representative must be present at booth at all times during operation of said booth.
14. **Sub-leasing or Sharing:** Exhibitor is not allowed to sub-let or share booth space with any other entity, company or non-profit.
15. **Force Majeure:** No party shall be considered in breach of this agreement or any applicable modification or amendment herein, due to an "uncontrollable force". An "uncontrollable force" is defined as: any cause beyond the control of MACC, the City of Melissa, or the Exhibitor, including but not limited to; the threat or existence of any of the following: flood, drought, earthquake, severe storm, fire, lightening, epidemic, bomb, war, threat of war, terrorism, riot, civil disturbance, sabotage, transportation shutdown, and action or non-action or failure to obtain the appropriate permits.
16. **Responsibilities of Exhibitor:** Exhibitor shall supply all tables, extension cords, tents, protection from elements, required permits and any other necessary items needed for exhibit during the time of the event.
17. **Exhibitor:** If using a pop-up tent in exhibitor assigned booth space, it is exhibitor's responsibility to insure tent is adequately secured to the ground with stakes to prevent wind interference.