

## **Frisco Festival Vendor Booth Space Application**

Booth spaces are available at the 33rd Annual Frisco Festival for fine art, crafts, nonprofits and businesses.

Please complete the APPLICATION at the link below to be considered for the show. The Frisco Festival reserves the right to select vendors for exhibition. Selection will be based on quality and type of product, variety of exhibitors, with preference given to local vendors.

Please read and print the FAQs and Terms of Agreement prior to completing this application.



### **Frequently Asked Questions (FAQs)**

**SHOW:** The Frisco Festival is a selective show. Please describe in the application the art, craft, item, product or service you plan to exhibit or sell. The Frisco Festival reserves the right to select vendors for exhibition. Selection will be based on quality and type of work, variety of exhibitors and electrical needs, with preference given to local vendors.

**BOOTH SPACE:** Specific locations will be assigned upon acceptance of the application. Booth spaces will be priced by location; all accepted vendors will be offered the opportunity to select their booth space.

**SEND ALL INFO REQUESTED WITH APPLICATION:** In order to be considered, this application must be complete. If you need to send additional information, please email it to [sbland@rogersar.gov](mailto:sbland@rogersar.gov) within 24 hours of submission of this application.

**ELECTRIC:** Must have at minimum a 12-gauge extension cord. If you require a 220-volt AC, please list 3-prong or 4-prong in the application. List all plug-ins on the application. NO add-ons allowed at the festival. Power strips will count as multiple plugs.

**BOOTH and/or PRODUCT PHOTOS:** If your application is accepted, you may be asked to submit at least three photos of the art, craft, item, product, service or activity to be exhibited, or three photos of the concession trailer with service windows open.

**LIST ALL ITEMS:** Any vendor or exhibitor selling or displaying items NOT listed and approved will be required to remove those items.

**MAY NOT SELL:** As a family-oriented event, Frisco Festival prohibits the sale or disbursal of any items deemed harmful, inappropriate or offensive to the public. These include:

- Spray paint, foam or silly strings
- Fireworks, snap pops, stink or smoke bombs, lanterns or poppers
- Live animals
- Knives or weapons of any kind
- Satanic or profane/suggestive material
- Alcohol, tobacco (including fake cigarettes and electronic cigarettes), drug paraphernalia

ANY BOOTH SELLING OR DISPLAYING THESE ITEMS WILL BE ASKED TO LEAVE!!

**LOADING AND UNLOADING:** Due to limited space in downtown Rogers, no vehicles are permitted to remain on festival grounds during hours of operation.

**PARKING:** Due to these same space restrictions, we do not offer any designated vendor parking areas. If your application is accepted, you will be sent an information packet which outlines areas that will be accessible for parking.

**VENDORS MAY NOT ROAM THE FESTIVAL TO DISTRIBUTE INFORMATION:** You are not allowed to roam the festival grounds to sell products or services, or to distribute any literature or promotional items.

#### **TYPE OF BOOTH SPACE DEFINITIONS:**

**CONCESSIONAIRES:** Concessionaires are any vendors selling food from which they profit. This includes nonprofit organizations and businesses.

#### **SPECIAL RESTRICTIONS FOR CONCESSIONAIRES:**

- Menu items may not duplicate those food items sold by the Frisco Festival as fundraisers, namely BBQ.
- Every attempt will be made to limit duplication of menu items among concessionaires through the application process; we want all our vendors to be successful.
- Glass containers may not be distributed.
- Concession vendors will be subject to an on-site inspection by the Arkansas Health Department.

**ARTS & CRAFTS EXHIBITORS:** Arts & Crafts exhibitors are limited to selling for a profit original paintings or drawings or original handmade/homemade crafts created and made by the exhibitor. Consignment sales will not be permitted. Screen printed or tie-dyed clothing, food items, and live plants must register as a Commercial/Business Vendor.

**COMMERCIAL/BUSINESS VENDORS:** Commercial or Business Vendors are any business or office that is selling a product, or conducting a game or activity, for which there may be a charge and from which they may profit.

**NONPROFIT VENDORS:** Nonprofit Vendors are any non-corporate vendors selling a product, or conducting a game or activity, for which proceeds benefit a nonprofit organization (i.e. churches, PTAs, civic groups, Scouts, etc.). Nonprofit organizations selling food or beverages must register as a Concession Vendor. A copy of the organization's official determination letter may be requested. All nonprofit booths are required to operate both Friday and Saturday during all hours of operation. Any organization that does not comply with this requirement will not be invited back to participate in future festivals.

## **FRISCO FESTIVAL 2017**

### **Terms of Agreement for Booth Space**

**EVENT TIME FRAME:** All vendor booths must remain open throughout the entire event day/time as so indicated on the application/contract form. Dismantling or depletion of the vendor booths in any way shall not take place before the indicated day/time without advanced approval of the Frisco Festival Board. Vehicles will NOT be allowed on the festival grounds until after the events for the evening have ended and the general public has cleared the area.

**COMPLETION OF RESERVATION AGREEMENT FORM:** The Booth Space Reservation Agreement must be completed in full and must include payment for the booth rental and any other documents requested. Application for space and its acceptance constitutes a contract to use the space assigned. The Frisco Festival Committee retains the privilege to change assigned locations for unavoidable reasons. Each exhibitor acknowledges this agreement to these rules and regulations by payment of the exhibit space fee. Upon acceptance of the application, the Vendor will be informed either by email, phone, or letter. Payment will be required within 24 hours of acceptance. Payment is preferred to be made through PayPal or with a credit card. Applicants requesting a refund after August 1st, 2017, may be subject to a 50% charge as determined by the Festival Committee.

**APPLICATION ACCEPTANCE:** If your application is not accepted for any reason, we will inform you by email, letter, or phone as soon as possible after the receipt of your application. Applications will be evaluated based upon past experience with the Frisco Festival, booth type diversity or menu diversity, appropriateness of booth to the event identity, electrical service requirements, and application request date, with preference given to local vendors. The Vendor Committee reserves the right to limit which items vendors sell. Vendors must list all items they plan to offer. The Vendor Committee will give notification if any items are in conflict with other vendors.

**VENDOR BOOTH SPACE SIZE AND CONSTRUCTION:** All installations constructed by the Vendor must fit within an area of 10 feet deep x 10 feet wide, unless approved by the Frisco Festival Board. Vendors will supply all items needed to construct and operate their area (tents, extension cords, tables, ladders, rope, signage, etc.). Additional space will require an additional fee.

**VENDOR SET UP:** Unless advance, written consent has been granted through the Frisco Festival Board, Vendors may begin setting up their booths no earlier than 10 a.m. Friday, August 25, and must be completely ready for operation by 4 p.m. Vendors must be ready for operation on Saturday morning by 8:30 a.m. Vendors will have all vehicles removed from the festival area by 4 p.m. on Friday and/or 7:00

a.m. on Saturday. No vehicles will be allowed in the festival area until the event closes at 11 p.m. Friday and 10 p.m. Saturday. All vendors must register at the check-in site located in the parking lot at S. Second and Elm streets.

**VENDOR PARKING:** Due to limited space available in the downtown Rogers area, there are no provisions for Vendor or RV parking. Vendors are NOT allowed to stay on the premises overnight. Therefore, offsite sleeping arrangements must be made by the vendor. NOTE: Vehicles will be towed at the Vendor's expense if they are parked in any area that has been barricaded, roped or sectioned off by cones for use by the Frisco Festival or the City of Rogers, Arkansas during the duration of August 26-28.

**SECURITY:** A security guard will be on duty Friday night beginning at 11 p.m. until 6 a.m. Saturday morning. The guard is expected to be a deterrent to vandalism and theft. However, the Frisco Festival assumes no liability for any asserted losses. Vendor equipment and merchandise may remain on site overnight at your own risk. See item: Liability.

**VENDOR TEAR DOWN:** Vendors will remove all trash, property, and all structures placed on the space by midnight and will surrender their space in the same condition, except for the natural wear and tear.

**ELECTRICITY:** Vendors will not use any more electricity than that which is indicated on their application/contract and approved by the Frisco Festival Board. Only plugs tagged during the sign-in period will be allowed. A power strip will be counted as multiple plugs. See application for 220 volt requirements. NO electrical generators will be allowed without advanced written consent of the Frisco Festival Board.

**WATER:** The Frisco Festival has three water spigots to be shared by all participants. These spigots are centrally located in Frisco Park. There are no direct hook-ups without written advance consent of the Frisco Festival Board. Vendors must supply their own method of water transportation as needed.

**TRASH REMOVAL:** All trash generated by Vendors must be disposed of in a timely manner in the Dumpsters provided throughout the day and before leaving the Frisco Festival site each day. Vendors are not permitted to use the poly-cart trash bins located within the festival.

**TOILETS:** Flush restroom facilities for use by Festival participants and attendees will be located next to the Caboose at First and Walnut. Additional port-a-johns will be located throughout the festival.

**NON-TRANSFER OF SPACE:** Vendors may not transfer or sublet their space or any part thereof to permit the same to be used by any other persons without the prior written consent of the Frisco Festival Board.

**ACCESS:** The Frisco Festival Board shall have full access to the space covered by this contract at all times.

**LIABILITY:** Vendors will indemnify and hold the Frisco Festival Board, the Main Street Rogers Board, employees, donors and volunteers, and the City of Rogers harmless from all costs, losses, damages or expenses including litigation and attorney's fees, resulting from any loss, injury or damage, real or asserted, to any person or property, arising out of any act of omission of Vendor, their employees, agents or other representatives. Neither the Frisco Festival Board or Main Street Rogers, Inc., their officers, agents, volunteers, or donors, nor the City of Rogers, shall be held responsible for any loss or damage

due to theft, fire, accident or other causes, but will use reasonable care to protect the Vendor from such loss.

**CONTRACT TERMINATION:** The Frisco Festival Board expressly reserves the right to terminate the reservation/agreement granted hereunder at any time without liability upon the refund of the fee paid herewith. The Frisco Festival Board also reserves the right to cancel any vendor during the event for non-compliance of the festival rules without a refund.

**COMPLIANCE WITH TERMS OF CONTRACT:** Vendors, their representatives, agents and employees will comply with all general rules and regulations prescribed by the Frisco Festival Board. The Vendor certifies that this information will be properly and completely communicated to its associates to ensure complete compliance.

**RIGHT OF REFUSAL:** The Frisco Festival Board reserves the exclusive and discretionary right to decline applications for Vendor space reservations in general and in these instances in particular: failure to complete payment in advance, failure to meet deadline for application, failure to provide photos of Vendor booth, space or electrical power limitations, duplication of sale items or deviation from the Frisco Festival desired image or purpose. The Frisco Festival is a family-oriented event and the sales of any kind of harmful or offensive items are prohibited. For a detailed list, refer to the FAQ sheet provided.

**SALES TAX:** All For-Profit Vendors at Frisco Festival must collect all applicable (state, county, city) sales tax on taxable sales regardless of whether or not they have a sales permit. If you hold a sales tax permit for your business, you must report your sales from this event on the report for that sales tax number. Frisco Festival will provide all vendors with the appropriate report. Frisco Festival is not responsible for uncollected taxes. Envelopes with tax forms will be distributed during check-in. Representatives from the State of Arkansas Department of Finance and Administration may be present at the event, and may request all applicable sales tax and sales permit information from all vendors.

**RAIN OUT POLICY:** In the event of inclement weather, the Frisco Festival Board will assess the situation and determine if it will be necessary to close down booths at the festival and call a rain-out. Vendors will be informed if this is the case by the Frisco Festival staff. No vehicles will be allowed on the festival grounds until the general public is cleared of the festival area. No refunds for any reason, including inclement weather, will be made after August 14, 2017.

**FRISCO FESTIVAL LOGO:** Vendors are not permitted to use the Frisco Festival logo, name or its likeness on any items they offer.

**BOOTH SPACE ASSIGNMENT:** Specific locations will be assigned upon acceptance of the application. Booth spaces will be priced by location; all accepted vendors will be offered the opportunity to select their booth space. Festival sponsors, activities and operations activities will have first priority in selecting booth spaces, followed by returning vendors. All others will be on a first-come, first-served basis. Due to changes in the festival boundaries and new strategies for booth requirements, the map layouts change from year to year. The Vendor Committee cannot guarantee space locations.

**QUESTIONS?** Send an email to Shey Bland at [sbland@rogersar.gov](mailto:sbland@rogersar.gov) or Sheree Barnes at [sbarnes@rogersar.gov](mailto:sbarnes@rogersar.gov).

