



Dear Vendor,

Thank you for your consideration in being part of City of Moore's Art in the Park: A Celebration in the Heartland. This year's event will be held on Friday July 3rd and Saturday July 4th, 2009.

Art in the Park: A Celebration in the Heartland is an outdoor festival that attracts spectators from Moore and the surrounding communities. This 2-day event features a variety of art, crafts, music, entertainment and food. The 2nd day of the festival features additional activities and ends with a spectacular fireworks display at dark.

A family oriented event, Art in the Park: A Celebration in the Heartland is held at Buck Thomas Park in Moore, Oklahoma. The park is an 80-acre centerpiece of the Moore park system with pavilions, athletic fields, tennis courts, a playground, a skate park and walking trail with mature trees and beautiful natural surroundings.

Vendor Booth Fees

A space of approximately 10x20ft will be designated for your set-up. Vendors can choose their space on a first come first serve basis, by bringing full payment and completed application to: City of Moore 301 N. Broadway Moore, Oklahoma 73160. The 2-day booth space fee is **\$25 (\$50 if you need electricity)**. Application Deadline: Friday, June 19th, 2009. No refunds after Friday, June 19th, 2009.

Operating Hours

Art in the Park: A Celebration in the Heartland is July 3 and 4, 2009. Operating hours are 5PM-10PM July 3rd and Noon-10PM July 4th. Saturday, July 4th is the City of Moore's fireworks show which begins shortly after dark, typically around 9:45PM.

Security and Weather

THIS IS AN OUTDOOR EVENT AND ALL EVENTS WILL OCCUR OUTSIDE WITH LITTLE SHADE FROM THE SUN AND NO PROTECTION FROM WIND OR RAIN. On site security is provided during festival hours and overnight. This is an outdoor event in a park and conditions will be hot. July's average temperature in Oklahoma is 94°. In the event of inclement weather, volunteers will secure the tents and stage as much as possible. It is the vendor's responsibility to protect their equipment accordingly. CANCELLATION DUE TO WEATHER IS AT THE SOLE DISCRETION OF THE FESTIVAL COMMITTEE.

- All vendors are required to pay 8.25% sales tax. Special Tax Requirement – Those vendors who DO NOT have a valid Oklahoma Sales Tax permit will be required to pay sales tax the day of the event. Those vendors who do have a valid Oklahoma Sales Tax permit will be required to submit the vendor daily sales tax report (provided in packet) and send the report and payment to the Oklahoma Tax Commission within 15 days. The sales tax for the City of Moore is 8.25%. Any questions please contact Darcel Defibaugh at the Oklahoma Tax Commission (405) 522-4324.
- Picnic shades, awnings or tents are welcome, but the City supplies the space only.
- There may be two (2) or more of the same type booths or activities.
- Vendors receive one individual plug per electric booth purchased.
- **Food and Drink vendors:** Please call the Cleveland County Health Department at 405-321-4048 and ask for an environmentalist for more information on their requirements, or pick up a packet at the Moore Community Center. There will be a \$25 fee for all food and drink vendors. Please note: this fee is in addition to the booth rental fee. This fee must be paid to the representatives from the Health Dept. after they inspect your booth the day of the event.

FOR A FULL LISTING OF RULES SEE THE RULES PAGE

Simply complete the attached Application for Vendors and return it, along with your payment to:

City of Moore Attn: Teresa Smith
301 N. Broadway ♦ Moore, OK 73160
MAKE CHECKS PAYABLE TO: CITY OF MOORE

Art in the Park: A Celebration in the Heartland 2009
July 3rd and 4th, 2009

APPLICATION FOR VENDORS



Return completed and signed application to:

City of Moore
Attention: Teresa Smith
301 N. Broadway
Moore, OK 73160
tsmith@cityofmoore.com
Fax: 405-793-5107

For additional information or questions, call Teresa @ 405-793-4332

Name _____

Organization _____

Address _____

City _____ State _____ Zip _____

Phone (s) _____ e-mail _____

Type of Product(s)/Activity _____

Oklahoma Sales Tax Permit # _____

Number of booths _____ Electricity required yes no Electricity Volts and Amps _____

(1) 10 x 20 booth Size of your trailer/ tent/ exhibit: _____

My application implies my willingness to obey all of Art in the Park: A Celebration in the Heartland rules and regulations if I am accepted. I will be present at the scheduled times for the festival. I take full responsibility for the safety of myself and my equipment. I will take whatever means necessary to secure my belongings to my satisfaction for the protection of my belongings. I will do my best to secure my items due to the possibility of inclement weather, theft, etc. I understand that acceptance is a commitment to attend. I agree to comply with all policies, rules and regulations regarding the festival.

Indemnification Agreement

Art in the Park: A Celebration in the Heartland • July 3 and 4, 2009, Moore, Oklahoma

My signature below indicates that I, in consideration of being selected to participate as a vendor in the Art in the Park: A Celebration in the Heartland, agree to fully release, indemnify, and hold harmless the City of Moore, its officers, agents, independent contractors, employees and all persons, natural or corporate, in privity with them, for all claims, damages or other causes of action, including but not limited to, personal injury, death, property damage, lawsuits or judgments made by or against me, including court costs, expenses, and attorney's fees, and all other expenses associated directly or indirectly with the activities, events and programs of the festival.

I agree to indemnify the City of Moore against all liabilities, judgments, costs, damages and expenses that may be charged to or recovered from the City on account of damage to the property of the City or the property of, injury to, or death of any person, arising from vendor's use and occupancy of and operation at the stated location, including acts of its agents, contractors, and subcontractors, except when caused by the city's sole negligence; provided the City give the vendor prompt and timely notice of any claim made or suit instituted which, in any way, affects the vendor or its insurer shall have the right to compromise and defend the same to the extent of their own interests. Any final judgment rendered against the City for any cause for which the vendor is liable here shall be conclusive against the vendor as to liability and amount.

I have read the rules and regulations and agree to comply. If I am representing any entity other than myself, I certify by my signature below that I am duly authorized to execute this Agreement on behalf of the corporation, partnership or other entity that is the vendor.

This Agreement has been executed this _____ day of _____, 2009_____.

Applicant's Name _____

Signature _____

Office use only

Date of Payment _____ **Receipt Number** _____ **Booth Space Number** _____