## PARKS & RECREATION Spring Marketplace Vendor



Saturday, April 27, 2024 | 9 a.m. - 3 p.m.

### Application

| Today's Date: /   | ./      | Business Name: |            |   |      |        |          |
|-------------------|---------|----------------|------------|---|------|--------|----------|
| Name:             | (First) |                | — — (M.I.) |   |      | (Last) | Address: |
| City:             |         |                | State:     |   | Zip: |        |          |
| Business Phone: ( | .)      |                | Cell: (    | ) |      |        |          |
| Email:            |         |                |            |   |      |        |          |

| Facilities   | Rates    | Quantity |
|--|----------|----------|
| Marketplace Vendor Space-Covered (10'x10' under pavilion - with electricity) | \$65     |          |
| Marketplace Vendor Space<br>(10'x10' in the grass - without electricity)     | \$45     |          |
| Vendor Lunch (Ham)   | \$5/meal |          |
| Vendor Lunch (Turkey)  | \$5/meal |          |

#### 1. What product(s) will you be selling:

2. Will you be selling any baked/cooked or manufactured food at any time?

If yes, please provide your required Health Department permits and licenses at the time you turn in this application. This application will not be accepted without this paperwork.

Initial if Completed \_\_\_\_\_ (Staff Only)

#### Helpful Phone Numbers:

Cleveland County Health Department: (405)321-4048 or Oklahoma Tax Commission: (405)521-3160

permission to participate in The Marketplace at Central Park, subject to the terms and conditions of this agreement contained herein and attached hereto all of which form part of this agreement:

#### Guidelines

- 1. The event is located at Central Park, 700 S Broadway in the South Parking Lot.
- 2. Authority over the market rests with the City of Moore and the Assigned Staff.
- 3. The Assigned Staff will develop a placement of each vendor within the Market. In the event a conflict occurs regarding placement, the situation will be resolved at the discretion of the Assigned Staff. The Assigned Staff will place all vendors at his or her discretion.
- 4. Vendors must provide own tables, chairs and change. Vendors are encouraged to display prices of product for best communication with customers. Vendors are responsible for cleaning their areas before leaving.
- 5. Vendors are responsible for paying the appropriate sales tax to the Oklahoma Tax Commission. Please visit the cityofmoore.com for current sales tax rate or contact (405)793-5060.
- 6. The Cleveland County Health Department has jurisdiction over sales of food and beverage products, at all events within Cleveland County. Vendors must comply with all applicable requirements to be eligible for participation at this event.

- 7. Courtesy to others and our customers will prevail above all disagreements.
- 8. In the event of inclement weather, every effort will be made to accommodate vendors at an indoor venue.
- 9. Vendors are required to set up their own assigned space in the market area. Vendors must stay within their assigned space and not encroach in to other vendors' area. Set up will begin at 7:30 a.m. the day of the event and vendors are required to remain set up during the entirety of the event.
- 10. Vendors will not be allowed to park their vehicles underneath the Pavilion area.
- 11. Vendor conduct will be above reproach while participating in the event. Vendors are required to speak and act in a courteous and professional matter at all times. Vendors should practice good hygiene and wear clean clothing. Offensive or abusive behavior/language will not be tolerated. Vendors whose speech or conduct does not meet these standards will be subject to immediate dismissal from the market at the Assigned Staff's discretion.

# IN CONSIDERATION of allowing the above named vendor to participate in any way in the above named event and/or activity ("EVENTS(S)") THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin agrees that:

- THE VENDOR will immediately inspect the facilities upon entering it and warrants that their entry therein and/or participation constitutes an acknowledgement that they have inspected the facilities and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if anytime in the facility they believe something is unsafe, it will be brought to the attention of a CITY OF MOORE representative or employee, and they will remove themselves from the unsafe condition until the situation is resolved.
- THE VENDOR releases, waives, discharges, and covenants not to sue the participants, the City of Moore, or any employee of the City of Moore, in an
  official or individual capacity, (referred to as "RELEASEES"), from all liability to ourselves, the undersigns, our personal representatives, assigns, heirs,
  and next of kin, for any and all claims, demands, losses or damages to property, all of which is caused or alleged to be caused by the negligence of
  the RELEASEES or otherwise.
- 3. THE VENDOR hereby agrees to indemnify and save and hold harmless, the RELEASEES and each of them from any loss, liability, damage, or cost they may incur due, in any manner or degree, related in any way, to their participation in or presence at the EVENT and whether caused by the negligence of the RELEASEES or otherwise.
- 4. This Release and Waiver of Liability and Indemnity Agreement extends to all acts of negligence and is intended to be as broad and inclusive as is permitted by the laws of the State of Oklahoma and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read and agree with all the above terms, conditions and guidelines. A signed copy of this agreement must be on file with the City of Moore prior to participation.

Signature: \_\_\_\_\_