

Columbia Falls Heritage Days
July 24, 2021 2021 Vendor Registration Form
at Marantette Park

Thank you for your interest in selling your products at Marantette Park during Heritage Days. Please read the information below & ensure you have all the required documents & permits before beginning your application.

2021 Vendor Rules:

1. **Selling Times:** 11:30 AM - 5:00 PM

2. **Set Up Times:** All vendors can start arriving at 10:00 AM -11:30 AM

- Artists must park at the park's edge and cart/carry all display items to their booth. As soon as you have unloaded - but before setting up - please move your vehicle to the Superior Landscaping lot across the street from Iron Fitness. We secured parking for all vendors in the North end of that lot. This allows other vendors into the area to unload.
- Vendors will provide their own table, chair, display and any other equipment they need including canopy weights-recommended 30lbs per leg **(NO STAKING IN THE PARK)**
- Spaces are approximately 10 feet by 10 feet (except food vendors)
- Food Vendors are permitted to drive in designated areas. **NO POWER PROVIDED**-bring your own generators-must be considered quiet

3. **Event Costs:**

- Nonrefundable application fee (due with application) made out to Heritage Days
 - Artists: \$25.00 Food Vendors: \$50.00
- 5% of gross sales at end of the event (please check out at the table near exit)

4. **City Business License**-It is a Columbia Falls City law that anyone doing business within city limits have a City Business License. You can get your business license at the link below:

<https://www.cityofcolumbiafalls.org/admin-finance/page/business-license-application>

5. **Food Vendors ONLY:**

- You are responsible for meeting applicable health department codes, including City, County, State, & National Permits/Licenses. Food Vendors MUST have approval from the Flathead County Health Dept. (751-8130) & provide a copy of their permit **with this signed application**.
- You must provide a certificate of liability from your insurance company with the following business added as additional insured **with this signed application**.
 - Heritage Days Committee
P.O Box 130070
Coram, MT 59913
 - You are responsible for providing 1 large trash receptacle at your booth & disposing of trash in a bin at the South end of the park near the bathrooms during the event.

6. **Safety/Rules and Regulations:** Vendor shall take all reasonable precautions for the safety of its employees, workers, volunteers & all customers & visitors shopping in Marantette Park & around its booth. Vendors shall comply with all applicable laws, ordinances, rules, regulations & lawful orders of the Heritage Days staff OR any City of Columbia Falls MT Official bearing on the safety or protection of persons/property located on/near the park & in/around the stall

7. No inappropriate behavior will be tolerated during the event-be kind & lead by example.
All vendors, including returning vendors, must submit this application with a signed acknowledgment of rules & Hold Harmless Agreement, all required documents & the nonrefundable check to the Heritage Days Committee before July 17, 2021 to:

- CFCM/HDC
P.O.Box 130070
Coram, MT 59913

First & Last Name: _____

Business Name: _____

Email: _____

Phone: _____

Product Description: _____

Set up Description: (example: 10 x 10 tent, truck, trailer, trailer with awning, etc. If you are selling out of a truck or trailer: please include the serving side, **total dimensions** needing to operate including your hitch and if you are a “truck” or “trailer”).

Food Trucks/Trailers Only: What side do you serve from:

Drivers Side

Passenger Side

Out the Back

Hold Harmless Agreement

Vendor shall comply & cause its employees & assistants to comply with any reasonable rules & regulations established by the Heritage Day Committee (HDC), including but not limited to, the Rules & Regulations.

- Vendor hereby acknowledges receipt of a copy of the Rules. HDC may change or alter the Rules as it deems necessary or appropriate for the overall good of the event.
- Indemnification. Vendor shall defend, indemnify & hold HDC any parents, affiliates, principals, agents & employees of either & both, & any other HDCs, harmless against any & all claims whatsoever arriving in any way out of Vendor's acts or omissions in, on & about the event & the activities therein.
- Assignment. HDC may reassign space in the Park as it deems necessary & in its sole discretion, provided that Vendor is given a space of equal area for which Vendor paid for in advance. Vendors may not assign this lease or allow others to use the Stall without prior written consent from HDC.
- Termination. This Agreement shall automatically terminate if Vendor does not timely pay Rent or fails to fully comply with any of the terms of this Agreement. In addition, HDCI shall have the right to terminate this Agreement if HDC receives three (3) or more complaints about a Vendor's product, performance or conduct during the Term.
- Vendor's Exclusive Remedy. Vendor acknowledges & agrees that its sole & exclusive remedy under this Agreement against HDC for any reason shall be to require HDC to refund rental charges not earned by the HDCI. Vendor waives any & all other rights or remedies which might be available in equity or in law, including the right to seek damages whether special, incidental, consequential or otherwise.
- Attorney's Fees. If any party hereto shall bring any suit or other action against another for relief, declaratory or otherwise, arising out of this Agreement, the losing party shall pay the prevailing party's reasonable costs & expenses, including reasonable attorneys' fees & court costs. The parties have caused this Agreement to be executed by their duly authorized representatives on the date first above set forth.

By signing below, I certify that I have read, understand & agree to abide by the regulations of the Heritage Day Committee. (HDC) specifically the regulations for this event year, as well as all laws, codes, & regulations that apply to doing business at Heritage Days. I agree to hold harmless HDC & all of their officers, employees, representatives, directors or agents from & against all liability claims, suits, damages, levies, cost, losses & fees including attorney fee arising out of or related to my activities with HDC. I understand that false or misleading information in my application may lead to disqualification from Heritage Days.

I, _____ (Print First & Last), have read the 2021 Heritage Days Rules, Hold Harmless Agreement, & I agree to adhere to these rules when I participate in the 2021 Heritage Day event.

Signature: _____ Date: _____