



KERR COUNTY MARKET ASSOCIATION

Presents

PO Box 290163
Kerrville, Texas 78029-0163

830-792-4655
fax 830-257-2831

2010 JULY 4TH HEAT WAVE VENDOR APPLICATION

Name: _____

Street Address: _____ Phone: (____) _____

City, State, Zip: _____ Phone: (____) _____

E-mail: _____

Describe specifically the product(s) to be sold (photos must accompany application; will be returned w/SASE): _____

(Previously approved 2010 Market Days vendors need to send photos only if new product.)

State Sales Tax Permit #: _____ (Attach copy) Vehicle License #: _____ (Req.)

Spaces are 10' x 12', maximum 2 spaces per vendor.

Enter the fee amt in the blank on the right side of the below form.

FEE CALCULATION

Booth Space(s)	\$60/space	\$
Canopy Rental Fee	\$25 - Call to confirm availability	\$
Electricity Fee	\$15 - Call to confirm availability	\$
TOTAL		\$

Application deadline is June 30, 2010. All fees must be paid at the time of application.

NO REFUNDS DUE TO EVENT CANCELLATION.

The reverse side of this application must be completed, including your initials in each blank provided, with your signature and date at the bottom of the page.

Date Rcvd: _____ Fee Paid: _____

Both sides of this application must be completed and payment in full must be made. Mail this completed form with a check, cashier's check or money order, payable to K.C.M.A.

READ and INITIAL EACH of the terms of this agreement for participation in 2010 July 4th Heat Wave.

- ▶ I will sell or allow to be sold **ONLY** items approved by K.C.M.A. staff for the 2010 July 4th Heat Wave event. _____
- ▶ I will not sell or allow to be sold any live animals, firearms, alcoholic beverages or any items deemed objectionable or unacceptable for public display as determined by K.C.M.A. staff. _____
- ▶ I will not park anywhere except in the area designated by K.C.M.A. staff.. _____
- ▶ I will conduct sales only in my assigned space and will set-up my booth in a safe and attractive manner. _____
- ▶ I will not allow any fresh produce or food items to be placed on the ground or pavement. _____
- ▶ I will be responsible for collection and reporting of sales tax and compliance with all federal, state and local laws, statutes and ordinances, including all City of Kerrville Health Codes. _____
- ▶ I will be responsible for cleaning my assigned site, bagging all trash and removing the bags from the site. _____
- ▶ I will be responsible for the actions and conduct of anyone who sells from my assigned space. _____
- ▶ I will post in a clearly visible manner my name and/or business name and will prominently display my Sales Tax Permit for proper identification. _____
- ▶ I recognize and agree that KCMA and its representatives are in no way responsible for any action of vendors or their helpers or employees and KCMA, its representatives, members and the City of Kerrville assume no liability for vendor merchandise or equipment that is damaged due to circumstances beyond their control. Vendors agree to indemnify and hold harmless KCMA, its representatives and members and the City of Kerrville from any and all liability. _____
- ▶ I further agree to comply with all applicable federal, state, and local laws, regulations, rules, and ordinances now in effect or that may hereafter be promulgated, including but not limited to laws and regulations outlawing discrimination based upon race, gender, color, creed, ethnicity, national origin, religious beliefs, sexual orientation or disability and further recognize that KCMA may enforce same by terminating the letter of agreement between KCMA and any offending vendor. _____
- ▶ I agree that in performing the services included in this Agreement, each vendor shall be an independent contractor and not an employee of KCMA or the City of Kerrville or any department of the City of Kerrville. It is understood that the Vendor executing this Letter of Agreement is agreeing that all of the services to be performed under this Agreement shall be performed by the specified vendor, their business or associates, who are fully bound by the terms of this Letter of Agreement, and by no other entity or person. _____
- ▶ I, the undersigned applicant, agree to indemnify and hold harmless the City of Kerrville, it's officers, employees agents and representatives against all claims of liability and cause of action resulting from injury or death or damage to persons or property arising out of this event. _____
- ▶ **I recognize that the City of Kerrville has granted to Kerr County Market Association authority to terminate this agreement and my permission to participate in the 4th of July Heat Wave and conduct sales at the event location if I violate any of the above policies and guidelines or if I fail to comply with any other procedure or requirement determined necessary by KCMA.** _____

I HAVE READ AND I UNDERSTAND AND ACCEPT ALL PROVISIONS OF THIS LETTER OF AGREEMENT AND WILL ABIDE BY ALL THE REQUIREMENTS OF THE KERR COUNTY MARKET ASSOCIATION.

Signature: _____ Date: _____

Before returning this application to K.C.M.A., make a copy of both sides of the document for your records.