



# KERR COUNTY MARKET ASSOCIATION

PO Box 290163  
Kerrville, Texas 78029-0163

830-792-4655  
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## KERRVILLE'S 4<sup>TH</sup> ON THE RIVER 2011 FOOD VENDOR APPLICATION

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

Describe the product to be sold (**Copy of City of Kerrville Health Permit must accompany application**): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does your setup include a trailer? \_\_\_\_\_ (If yes, must be approved by K'ville Health Dept.)

Does your setup include a canopy? \_\_\_\_\_ (If yes, must meet K'ville Fire Dept Regulations)

Do you need Electricity? : \_\_\_\_\_ (Based on availability, Electricity Fee \$12.50)

Sales Tax Permit #: \_\_\_\_\_ Vehicle License #: \_\_\_\_\_

Food Vendor spaces are 10' x 24'.

Fee \$125.00\*

If you do not require a large booth space, please call for fee amount.

\* Market Days Vendors who have paid for 5 or more Market Days in 2011 will receive a 20% discount for participation.

**Deadline for Kerrville Health Department Applications for this Event is June 20, 2011.**

**NO REFUND DUE TO INCLEMENT WEATHER. NO REFUND DUE TO EVENT CANCELLATION.**

OFFICE USE ONLY

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. Applications will be processed in the order in which they are received.**

**READ and INITIAL EACH** of the terms of this agreement for participation in 2011 Kerr County Market Days.

- ▶ I will sell or allow to be sold ONLY food items specifically approved by the City of Kerrville Health Department and the Kerr County Market Association. \_\_\_\_\_
- ▶ I will provide trash receptacles sufficient to contain all trash generated by my food sales and will remove all trash, garbage or other solid waste material at the end of the 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. \_\_\_\_\_
- ▶ I will park where directed by the Event Producers. \_\_\_\_\_
- ▶ 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 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 Health Permit for proper identification. \_\_\_\_\_
- ▶ I recognize and agree that KCMA is not an agency, department or in any way a representative or employee of Kerr County.
- ▶ I recognize and agree that Kerrville's 4<sup>th</sup> on the River and 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 Kerrville's 4<sup>th</sup> on the River assume no liability for vendor merchandise or equipment that is damaged due to circumstances beyond their control. Vendors agree to indemnify and hold harmless Kerrville's 4<sup>th</sup> on the River, KCMA, its representatives and members. \_\_\_\_\_
- ▶ 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 Kerrville's 4<sup>th</sup> on the River. 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 that 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 recognize that Kerr County Market Association has the authority to terminate this agreement and my permission to participate in Kerrville's 4<sup>th</sup> on the River 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.*