



KERR COUNTY MARKET ASSOCIATION

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Kerrville, Texas 78029-0163

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KERRVILLE'S 4TH ON THE RIVER 2011 **NON-PROFIT ORGANIZATION APPLICATION**

This event will be on **Monday July 4th**

Organization Name: _____

Street Address: _____ Phone: (____) _____

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

E-mail: _____ Contact Person: _____

Describe Fund Raising Activity: _____

State Sales Tax Permit #: _____ (Attach copy to App)

Vehicle License #: _____ (Req.) # of Spaces Requested: _____. (Spaces are 10' x 12'.)

Fee: Main Tent: \$35.00 per Space; Bring Your Own Tent: \$25 per Space

NO REFUNDS DUE TO INCLEMENT WEATHER; NO REFUNDS 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 prior to the first scheduled Market date. 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 Kerrville's 4th On The River.

- ▶ I will be responsible for assuring that this organization's fund raising activity conducted at this Event complies with all local, state and federal rules and regulations for solicitations. _____
- ▶ I affirm that all funds raised at this Event will be used solely for the benefit of local non-profit and non-partisan organizations. _____
- ▶ I will not sell or allow to be sold or given away onsite any live animals, firearms, alcoholic beverages or any items deemed objectionable or unacceptable for public display. _____
- ▶ I will park only where directed by Event Staff. _____
- ▶ I will conduct activities only in my assigned space and will set-up my booth in a safe, attractive manner. _____
- ▶ I will be responsible for collection and reporting of funds raised and compliance with all federal, state and local laws, statutes and ordinances, including all Internal Revenue Service reporting requirements. _____
- ▶ I will be responsible for cleaning my assigned site, bagging and removing all trash from the Event 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 organization name and will prominently display my Non-profit I.D. # and a statement of the purpose for which the funds will be used. _____
- ▶ I will give 72 hours notice if I cannot attend the Event _____
- ▶ 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 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 Kerr County 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 Kerr County 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 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 Kerr County or any department of Kerr County. 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 recognize that Kerr County Market Association has authority to terminate this agreement and my permission to participate in the this Event to raise funds 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.