



## Raíces Festival Vendor Application and Agreement

This agreement is made this month \_\_\_\_\_ day \_\_\_\_\_ Yr. \_\_\_\_\_ by and

between the City of Frankfort and \_\_\_\_\_ hereafter known as "Vendor".  
(please print name of Vendor)

WHEREAS the City of Frankfort sponsors and event known as the Raices Festival held in Prairie Creek Park; Frankfort, IN. WHEREAS, the Vendor has requested the opportunity to participate in such an event.

Now THEREFORE it is agreed as follows:

- 1. Products, Service, or Information Provided.** At the time of application, the Vendor shall provide to the City of Frankfort a complete list of retail items to be sold, service to be promoted, or other promotional information to be distributed at the **Raíces Festival**. The City of Frankfort shall, as so as practical thereafter, inform the Vendor whether any of the retail items, services or information is unacceptable to the City of Frankfort Parks Department, giving the Vendor the right to offer only these **specific items, services, or information. The vendor agrees it will provide a sufficient quantity of each item on its approved list to fill orders from approximately 4:30pm until 10:30pm on the 3<sup>rd</sup> Saturday in September.**
- 2. Food Vendors:** If food items are to be sold, the Vendor must supply a copy of the required food vendor permit with booth rental application. Contact the Board of Health (400 E. Clinton Street, 765-659-6385) for more information and permit. Vendors must comply with all food Vendor regulations. If cooking food at a booth location, Vendor must comply with all fire hazard regulations. If cooking with grease you must have a K class fire extinguisher.
- 3. Vendors Cannot:** Offer for sale or distribution of any knives, weapons, or live animals of any kind. Offer for sale or distribution any articles with inappropriate language or subject matter.
- 4. Alcoholic Beverages:** THE VENDOR SHALL NOT SELL OR MAKE AVAILABLE, ANY ALCOHOLIC BEVERAGES.
- 5. Location of Stand:** The Vendor shall set up its stand at the location specified by the City of Frankfort Parks Department. Vendors will receive booth assignments when they arrive to set up. Vendor may sell only from the stationary booth space, unless otherwise approved. Applications received and accepted after the venue has been filled will be put on a waiting list and placed, as space is available. Booth allocations will be done as applications are received and approved. The City of Frankfort reserves the right to relocate vendors, if it is deemed necessary.
- 6. Set Up Time/Teardown Time:** Set up times will be 10:00am- 3:30pm during the day of the Raíces Festival. The Vendor shall be completely set-up and ready for business no later than 4:30pm on Saturday. All awnings shall be secured with 40lb weight on all corners. **THERE ARE NO EXCEPTIONS TO THIS RULE. FAILURE TO SET-UP PRIOR TO THIS TIME SHALL BE CAUSE FOR VENDOR TO FOREFEIT THEIR ASSIGNED SPACE AND ANY AND ALL DEPOSITS DEFINED BELOW.**

**The vendor shall not dismantle its stand until after 10pm.** All vendors must be cleaned up and torn down by 12am (midnight).

- 7. Check-in:** The Vendor shall check-in upon arrival to verify booth number and location of booth, and to receive assistance with electrical hook-ups, if required.
- 8. Hours of Operation:** Hours of operation of Raices Festival will be from Vendors are expected to be present in their booth and open to traffic for the duration of the event. In the event of an all-day rain, vendors are expected to remain open unless the City of Frankfort cancels the event. Those who choose to leave early will not be eligible for a refund.
- 9. Pricing:** The Vendor shall establish its own prices for items sold.
- 10. Fees:** The City of Frankfort Parks Department requires a flat fee with this application for each booth space. **Once a vendor has been accepted, all application fees are non-refundable, whether the vendor attends the event.** Each booth "space" provides **15 feet by 15 feet of display space.** Fees are as follows:

**Applications returned by July 4, 2025**

a) Vendor Booth (15x15)	-	\$40.00
b) Power Supply 110v (1 outlet)	-	\$15.00
c) Power Supply 110v (2 outlets)	-	\$20.00
d) Power Supply 220v (1 outlet)	-	\$25.00
e) Power Supply 220v (2outlets)	-	\$45.00

**Applications returned after July 4 & before August 22, 2025**

a) Vendor Booth (15x15)	-	\$50.00
b) Power Supply 110v (1 outlet)	-	\$15.00
c) Power Supply 110v (2 outlets)	-	\$20.00
d) Power Supply 220v (1 outlet)	-	\$25.00
e) Power Supply 220v (2outlets)	-	\$45.00

**Applications returned after August 22, 2025**

a) Vendor Booth (15x15)	-	\$60.00
b) Power Supply 110v (1 outlet)	-	\$15.00
c) Power Supply 110v (2 outlets)	-	\$20.00
d) Power Supply 220v (1 outlet)	-	\$25.00
e) Power Supply 220v (2outlets)	-	\$45.00

Preference on booth location will be determined by previous participation, timely submission of vendor application, type of product or service sold and power requirements. Vendors will be added at the discretion of the City of Frankfort Parks Department, but space is limited.

**THE CITY OF FRANKFORT PARKS DEPARTMENT RESERVED THE RIGHT TO DECLINE FEES AND APPLICATIONS TO AVOID OVER DUPLICATION OF PRODUCTS, SERVICE, OR INFORMATION, OF IF THE GOODS OR SERVICES OFFERED IS DEEMED INAPPROPRIATE FOR THE EVENT.**

**11. Deliveries:** The Vendor shall park all delivery vehicles only in parking spaces designated by the City of Frankfort Parks Department. All deliveries during event hours shall be made by pushcart or by hand.

**12. Electricity:** The City of Frankfort shall, to the extent possible, provide the Vendor with 110-220 volt, three wire, single phase electrical service. The Vendor hereby recognizes that, due to acts and occurrences beyond the control of the City of Frankfort Parks Department, including but not limited to precipitation, equipment failure and misuse by Vendors, said electrical service may be terminated at no fault to the City of Frankfort Parks Department for lost or damaged goods. In the event of such termination, the Vendor hereby holds the City of Frankfort Parks Department, its electrical subcontractors, installers, or any other parties list in section 12 of this agreement here of harmless for all liability there from.

**13. Refuse Removal:** The parks department will provide refuse receptacles, and the Vendor Shall notify the event committee or its designees when such receptacles are full.

**14. INDEMNIFICATION AND PUBLIC LIABILITY INSURANCE:**

**Vendor's Responsibility:** The Vendor releases the City of Frankfort Parks Department, the City of Frankfort, and the State of Indiana (hereinafter jointly and severally referred to as "Indemnities"), from assumes the risk of, shall be responsible for, and shall indemnify the Indemnities and hold then harmless from any and all liability for any loss of or damage or injury to any person (including death resulting there from) or property occurring before, during, or after the event, regardless of cause. Vendor's obligation to indemnify the Indemnities hereunder shall include the duty to defend against any claims asserted by reason of any loss, damage or injury for which Vendor is obligated to indemnify the Indemnities and the duty to pay any judgments, settlements, cost, fee, and expenses, including attorney's fees, incurred in connection there with. Notwithstanding anything herein, to the contrary, the vendor shall bear the risk of loss or damage, regardless of cause, to its property.

**Liability Insurance:** At all times that Vendor is operating or conducting business on city property, Vendor shall maintain insurance for bodily injury, death, or property damage occasioned by reason of the operations conducted by the Vendor, including products liability, with minimum liability limits of \$1,000,000 for bodily injury or death of any one or more persons in any accident or event, and in the minimum amount of \$250,000 for damage to property resulting from any one accident. A satisfactory certificate for such insurance shall be furnished to the City of Frankfort.

**Workers Compensation:** Vendor shall maintain workers' compensation insurance and employer's liability insurance for all Vendors' employees in strict compliance with state laws. Certificates evidencing such insurance shall be submitted to the City at least two (2) weeks prior to the event.

- 15. Cancellation:** The Vendor hereby agrees that the City of Frankfort may cancel the event in the event of inclement weather, damage or destruction of the vendor area or any other occurrence beyond the City of Frankfort control which, in the opinion of the City of Frankfort, would make the holding of the event impossible or impractical.
- 16. Risk of Loss:** The Vendor hereby agrees to bear all risk of loss occasioned or arising out of the fact that the TPA Park event may be canceled or terminated under provisions of the agreement and that the Committee shall not be responsible for any losses suffered by the Vendor by reason of such cancellation or termination.
- 17. Authority:** Each party executing this agreement on behalf of the City of Frankfort Parks Department or the Vendor hereby certifies that he or she is authorized by their respective organization or company to contractually bind said organization or company to the right obligations and remedies provided herein.
- 18. THIS VENDOR AGREEMENT AND THE ADDITIONAL VENDOR INFORMATION AND FEE CALCULATION SECTION CONSTITUTES AND REFLECTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SHALL ONLY BE MODIFIED BY A WRITTEN INSTRUMENT REFERRING TO THIS VENDOR AGREEMENT, SIGNED BY EACH PART HERETO.**

IN WITNESS THEREOF, the parties have executed this agreement on the date first mentioned above.

VENDOR: \_\_\_\_\_

CITY OF FRANKFORT

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Additional Vendor Information and Fee Calculation

ALL CHECKS SHOULD BE MADE OUT TO **FRANKFORT PARKS DEPARTMENT**

CHECKS AND CONTRACT MUST BE RETURNED TO:

Frankfort Parks Department  
1 Adrian Marks Drive  
Frankfort, IN 46041

NAME OF VENDOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON(S): \_\_\_\_\_

HOME PHONE #: \_\_\_\_\_ WORK PHONE #: \_\_\_\_\_

CELL #: \_\_\_\_\_ FAX #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Please Indicate:

\_\_\_\_\_ Selling specific items from the booth (retail sales of merchandise)

\_\_\_\_\_ Food Sales

\_\_\_\_\_ Promoting service, and not engaging in retail sales at the booth

\_\_\_\_\_ Community Service Organization, information only

### All Vendors must include the following information for this application to be considered:

1. A complete detailed list of the merchandise, products, services or information you will be selling or promoting at your booth. You will be strictly limited to this list during the event. (Feel free to attached additional pages to your application)
2. Detailed description of electrical equipment you will be using the power supply for. (refrigerators, lights, compressors, etc.)

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|------------------------------------|---|---------|
| a) Vendor Booth (15x15) _____ x -  | \$40.00 (\$50 after 7/4, \$60 after 8/22) = | _____   |
| b) Power Supply 110v (1 outlet) -  | \$15.00                                     | = _____ |
| c) Power Supply 110v (2 outlets) - | \$20.00                                     | = _____ |
| d) Power Supply 220v (1 outlet) -  | \$25.00                                     | = _____ |
| e) Power Supply 220v (2 outlets) - | \$45.00                                     | = _____ |

**TOTAL FEE INCLUDED WITH THIS APPLICATION =** \_\_\_\_\_

Note: Only 110-125 volt low amp service is available. If you require 220 you must contact the Parks Department office at 765-659-3422.

Booth Space Size- Please calculate space needs, allowing room for any outside equipment. Please be truthful and realistic. Please do not sign up for more than you need, and space sizes will be verified prior to festival. **Standard booth spaces are 15' in depth by 15' in width. We will not sell smaller spaces, if you need more than one 15x15 space, please specify on application.**

### **ADDITIONAL INFORMATION**

Vendors are not permitted to walk around selling or giving items away without the permission of The City of Frankfort. No food or drink, nor items that include the Event logo, will be permitted to be sold or given away in any booth without the express written consent of the City of Frankfort. **Please note the following types of items are not allowed to be sold or displayed or given away at this event: knives, noise makers, silly string, stink bombs, laser pointers, guns, toy guns, marshmallow guns, or fireworks etc. as these items are considered detrimental to our goal of maintaining a family-oriented event.** There will be no refunds or cancellations after March 28, 2025. The City of Frankfort City Hall is located at 301 East Clinton Street, Frankfort, IN 46041. You can reach us at that office Monday through Friday at 765-659-6770.

**Complete listing/description of merchandise, artwork, products, services, or information to be sold or offered at this booth.**

**If using electrical service, please list electrical equipment you will be using  
(you WILL be limited to ONLY these items during the festival):**

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