



VENDOR AGREEMENT

This agreement is by and between **Vendor and The Fort Museum and Frontier Village (FMFV)**.

Vendor/Applicant Name _____

Business Name _____

Mailing Address _____ City _____

State _____ Zip Code _____

Phone (Day) _____ Phone (Evening) _____

E-mail Address _____

Vendor will:

- Pay a \$200.00 food vendor fee for the right to be a vendor at the Frontier Days 2024 on May 31 - June 2, 2024 at The Fort Museum and Frontier Village in Fort Dodge, Iowa. This is for Friday, Saturday and Sunday. Agreement with payment must be received by Friday May 17, 2024.
- ALL vendors must provide Product Liability Insurance for sale or distribution of any products at the event unless you have a multi-level marketing, home based business. If applicable, each vendor (an entity in the business of making a profit) must provide a certificate of insurance which provides for Products Liability Insurance and must name the FMFV as Additional Insured.
- Vendors must follow all rules set forth in the 'Guidelines for Temporary Events' produced by the Iowa Department of Inspections, Appeals, and Licensing (IDIAL) and are solely responsible for meeting all requirements. Inspectors will be on site to license and inspect vendors.
- Vendors who do not have an annual license through the IDIAL must apply for and purchase a temporary event license. For a copy of their requirements & guidelines, contact the IDIAL.
- Vendors possessing an IDIAL issued license to sell food in the state of Iowa must bring their license to the event as proof for the IDIAL inspector.
- Non-profit organizations must check with the IDIAL to see if they are exempt from the temporary license requirement, but must be a registered non-profit organization 501(c)(3) and have proof of their non-profit status on file with FMFV and on site for inspection by the State at the event. .
- Agree to indemnify fully and hold harmless The Fort Museum and Frontier Village, its officers, employees and agents against all damage claims, liabilities and causes of action of every kind and nature.
- Comply with all health and fire permits, where applicable, at own expense.
- Responsible for keeping their area attractive before, during and after the festival.
- Responsible for collecting and reporting all Iowa sales tax.
- Vendors will remove all trash in the immediate area during setup and breakdown. Trash receptacles in the area cannot be used for discarding food, grease or other waste materials. Garbage dumpsters are provided for your use. No trash is allowed to be left in the food area after breakdown.

- Set up begins at 7:00 am on Friday. Merchants need to be available by 4:00 pm on Friday and 10:00 am on Saturday and Sunday. Breakdown and removal stall//tent/trailer must be completed immediately after the festival.
- Failure to meet requirements may lead to removal from the event and no refunds will be provided.
- All appropriate Fire Extinguisher equipment must be on site at your booth the entire time period of the event (if applicable).
- No rain/weather refunds will be granted.

POWER

• Vendors are limited to one 110/20 outlet or one 110/30 RV outlet regardless of space size. A limited number of 110/30 RV outlets are available upon request and as approved by the Fort Museum and Frontier Village only. Vendors using 30 amps must bring a 30 amp RV adaptor to the event. Failure to bring an adaptor will cause you to be without electric service and unable to participate in the event. 220 volt outlets are not available and cannot be split off to two 110 outlets. Generators are welcome due to the limited power from being an older facility.

CHECK-IN, SET-UP AND BREAK-DOWN

- All vendors must check in with Jeana Becker.
- **Load In:** Vendors must limit themselves to one vehicle within the event site, unload the equipment/ product and remove the vehicle prior to set-up. All Vendor Vehicles are to be parked off premises unless otherwise approved by the FMFV.
- Exhibits must be open and staffed for the entire duration of the event.

ADDITIONAL GUIDELINES

- Vendors may not sell items bearing the event name or likeness.
- Professional behavior and dress is required and will be determined at the sole discretion of FMFV.
- Vendors are PROHIBITED FROM SMOKING WITHIN THE EVENT SITE and on The Fort Museum property. Use designated areas please.
- Re-enactment Food Vendors are prohibited from having animals within the confines of *their* Re-enactment camp site, except for legitimate service animals as authorized by State Statute and ADA standards.

CANCELLATIONS

Frontier Days 2024 at The Fort Museum and Frontier Village will be held, rain or shine. If a vendor chooses not to participate in the event, the vendor permit fee is non-refundable. A cancellation request is allowable if postmarked by the first week in May 2024. No refunds will be issued after that date for any reason.

- The vendor certifies that the information on the vendor contract is a correct depiction of the services and products to be provided by the vendor at the event.
- The vendor understands that failure to follow vendor permit terms as described and stipulated herein will result in ineligibility for this and future events.
- The vendor further agrees to abide by all terms of the vendor permit for this event and to hold harmless and indemnify The Fort Museum and Frontier Village, and the Fort Dodge Historical Foundation against any claims arising by virtue of their occupancy of vendor space and participation in this event.

Printed Name _____

Vendor Signature _____

Date Signed _____

Vendor Business Name (please print) _____

Do you possess a license to sell products in the state of Iowa? Yes No

Total fee enclosed or amount to be charged: \$_____ (please contact us if you request alternate payment schedule)

Please indicate your payment type and complete the necessary fields:

A. Check #_____ B. Money Order or Cashier's Check #_____

C. Credit Card (Indicate one): Visa MasterCard Discover American Express Credit Card

#_____ EXP DATE: ____/____ CVC Code: _____

Billing Address (Including City, State, Zip):

Printed Name on Credit Card: _____ Billing Phone #: _____

I agree to these terms and authorize this charge to my credit card listed above. I understand that a receipt will be mailed to the address listed above upon approval of charge.

Card Holder Signature: _____

GENERAL RELEASE

The undersigned, individually and/or on behalf of the Company/Organization does hereby discharge, release, indemnify and hold harmless The Fort Museum and Frontier Village (FMFV), and The Fort Dodge Historical Foundation, its employees, agents and officers, and all other sponsoring organizations from any and all manner of actions, suit, damages or claims whatsoever arising from any loss or damage to the person or property of the undersigned and the undersigned's employees, volunteers, representatives or agents while in possession of Vendor space or participating in How the West was Won One Frontier Days 2024 at The Fort Museum and Frontier Village. I understand that my vendor fee shall not be refunded if all or part of the event is canceled, including but not limited to inclement weather or acts of nature.

I HAVE READ ALL THE RULES PERTAINING TO THIS CONTRACT AND AGREE TO ABIDE BY THEM.

Signature of Vendor _____ Date _____

PLEASE CONTACT FMFV WITH ANY QUESTIONS AND RETURN COMPLETED CONTRACTS TO OUR OFFICE:

The Fort Museum and Frontier Village:

Phone: 515-573-4231 or Jeana Becker

Email: jeana.becker@fortmuseumfv.com

Mailing Address: 1 Museum Road

Fort Dodge, IA 50501

VENDOR SPECIAL REQUESTS _____

VENDORS: PROVIDE A LIST OF ITEMS PROPOSED FOR SALE.

Category (clothing, toys, novelties, etc.)	Price Per Item

FOR OFFICE USE ONLY Postmark Date _____ Check # _____