



VENDOR APPLICATION

Vendor Business Name: _____

Address: _____

Email: _____ Telephone: _____

FAX: _____ Number of 10x10 spaces desired: _____

Contact Person: _____

Product or Service: _____

Web address for linking: _____

Electricity

In most cases there is no electricity. If electricity is absolutely necessary, we will try to make an effort to make arrangement with store owners to use theirs. They may require a fee for this service.

No, I do not need electricity Yes, I need electricity

Fee and Permit (Nonrefundable)

\$35 per 10 foot booth space and vendor permit from city

Application and Fee Deadline: June 27, 2011 no later than noon

This application is subject to the subsequent signing of a Vendor Agreement to be submitted to Vendor. Mail completed form and nonrefundable check that is payable to **Warren Main Street Program, Atten: Priscilla Breese, 117 Market Street, Warren, PA 16365.**



VENDOR AGREEMENT

THIS AGREEMENT is entered into between Warren Main Street Program, hereinafter referred to as "Main Street", and the undersigned vendor. Main Street and the Vendor are mutually entering into a short term Agreement to promote, advertise, and/or sell products or services of the Vendor at **Liberty Rock: A Street Concert on July 2, 2011**. In consideration of the mutual covenants contained herein, the undersigned representatives of the parties hereby agree to the following terms:

1. The Main Street Program agrees as follows:

- To provide booth space of at least 10 ft. for Vendor to promote, advertise and/or sell products or services;
- To allow Vendor to distribute coupons or other promotional material or products;
- To make reasonable good faith efforts to promote the event in a manner that will be beneficial to marketing the vendor's product;

2. The Vendor agrees as follows:

- To promote, advertise and/or sell only products/services listed in application;
- No illegal activity may be conducted at the event by the Vendor, nor may any illegal services or products be sold or given away by the Vendor. Vendor assumes all liability for any such activity;
- To clean up trash at the Vendor booth and dump trash into a provided receptacle;
- To provide their own signage or banners for the booth;
- To provide their own table/s, cover or tent not to exceed 10 feet by 10 feet;
- To take all precautions necessary and shall be responsible for the safety of its employees, agents, subcontractors, inventory, products, and tools. All work shall be done at Vendor's risk. The Vendor shall defend, save, and hold harmless The City of Warren and the Warren Main Street Program and their officers, agents, employees, volunteers from any claims, damages, losses, liability or expenses (including attorney's fees) of any person, including Vendor, which arise from the negligent performance of this Agreement, except those claims, damages, losses, liability or expenses which arise from the sole negligent acts or omissions of the City of Warren, the Warren Main Street Program or their officers, agents, and employees;
- To remain open with products displayed during the hours of 12:00 noon until 5:00 of the event. (The event ends at 8:00 PM. Vendors may stay later if they want.)
- To provide their own change for sales and any miscellaneous equipment needed, e.g. scissors, staples, hand trucks, etc.;
- To, if selling food, obtain all necessary health department permits and have permits available for review at the event.

Failure to comply with Warren Main Street Program rules shall be grounds for immediate termination of participation at this year's event and may result in permanent exclusion at future events.

Mail completed form and check, made payable to Warren Main Street Program, Atten: Priscilla Breese, 117 Market St., Warren, PA 16365.

I have received and read this application and agree to abide by the rules and regulations contained therein, and sell/serve only the products listed on my application except with prior written approval of the Warren Main Street Program Chairperson. Please return this form with the vendor application. (Payment in full must accompany this signed application if not already tendered and must be in our hands in any event not later than June 27, 2011 by Noon.)

SIGNATURE _____ DATE _____

PRINT VENDOR CONTACT NAME: _____

PRINT VENDOR BUSINESSNAME: _____

CHAIRMAN'S SIGNATURE: _____