



# **Independence Days 2024 Vendor Handbook**

## THE APPLICATION PROCESS

The vendor application can be found online, [here](#). Please fill out the application in its entirety. Applications received that are incomplete, or do not include the required menus, product lists, payment, or signature, won't be processed until the missing information is received.

Make certain that your entire booth or trailer (including the tongue, bumper and door openings) will fit within the amount of space you are requesting. Specific space numbers or areas may be requested but are not guaranteed.

### APPLICATIONS SUBMITTED WITHOUT PAYMENT WILL NOT BE PROCESSED.

If your application is approved, an e-mail will be sent to you notifying you of such. Later, when you check in to set up, a Vendor License will be handed to you indicating your space number(s).

### ALL APPLICANTS: SPECIAL EARLY BIRD PRICING ENDS ON MAY 15, 2024. MAKE SURE TO SUBMIT YOUR APPLICATION AND PAYMENT BY THEN.

## WHEN TO SEND APPLICATION

VENDORS: Applications are due by Monday, June 24, 2024. Applications will be reviewed in the order they are received.

Layout changes, programming changes or new traffic patterns could prevent same space assignments. Event Management will attempt to honor all preferences for space to the best of its ability, taking into consideration the following factors:

- ❖ The date your application was received;
- ❖ The compatibility of your booth with others in the same general area;
- ❖ Electrical requirements.

Event Management reserves the right to designate the space where Vendors may present Booths to the best benefit of the Event and its patrons.

Applicants are asked to limit calls and/or e-mails concerning status.

**IF SPACE IS NOT AVAILABLE:** Not all Applicants are assigned space. If spaces are sold out or if your product is not compatible with other products already booked, you will be notified by e-mail and your fees will be returned within 30 days.

## Rates and Fees

MOBILE VENDOR PRICE: \$35.00 for each individual seller. Mobile Vendors are only allowed to sell their product(s) along the established parade route, and only during the actual parade event.

### BOOTH PRICES:

#### CRAFT/COMMERCIAL VENDOR

10'X10': \$400	10'X15': \$600	10'X20': \$800
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#### FOOD TRUCK/BOOTH

10'X10': \$600	10'X15': \$800	10'x20': \$1200
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## BOOTH SPACE FEE INCLUDES:

1. Space - use of space from July 3, 2024 through July 5, 2024.

2. Electricity - Your Vendor License will list which of the following two types of electrical power that is included with your booth space:
  - a. One (1) regular 120 volt household outlet/receptacle (2,000 watts total) for each vendor booth (not for each and every space).
  - b. One (1) 240 volt outlet/receptacle (30 amps total) for each vendor booth (not for each and every space).
3. Employee Admission Passes - Admission will be charged after 12pm on July 4, 2024 and after 12pm on July 5, 2024. Applicants will indicate on the Vendor Application how many Employee Admission Passes they require for each of these days. This requested amount is subject to approval and/or modification by Event Management. Applicants are advised to be very definitive about requests, as it will be the only opportunity to do so. Should a space be assigned, the approved number of Employee Admission Passes will be listed on the Vendor License and will be final.

Note: All Employee Admission Passes are strictly for booth staff only, and NOT to be given or sold to anyone outside of your organization, including family members. Violators will be subject to non-compliance penalties, or expulsion from the Event.

**PAYMENT POLICY:**

All fees are due at the time of Application. Applications received without full payment will not be processed until all fees are paid in full. Your Vendor License is also your receipt. All fees and other charges are indicated on this document. It is recommended that you make a copy for your records.

**FORMS OF PAYMENT:**

Cards, Checks, Money Orders, Bank Checks or Cash are all acceptable forms. (DO NOT MAIL CASH). There will be a \$35.00 processing fee added to the total amount due for any checks returned for "Not Sufficient Funds."

After June 1, 2024 no checks will be accepted for space rent.

**CANCELLATION REFUND POLICY:**

Vendors canceling space prior to May 1, 2024 may be entitled to a refund of any monies paid. Beginning May 2, 2024 NO refunds will be issued for cancellation. There will be no exceptions to this policy. In the event the Licensee fails to comply in any respect with the terms in this Handbook, all payments and deposits for Booth space shall be deemed earned and nonrefundable, and Event Management shall have the right to occupy the space in any manner in the best interest of the Event without further notice to the vendor.

**INDEPENDENCE DAYS VENDOR INFO & RULES**

EVENT DATES AND HOURS OF OPERATION:

Wednesday, July 3, 2024, through Friday, July 5, 2024

All booths are required to be open for business and staffed during the following hours:

- ❖ Wednesday, July 3, 2024: 12pm-11pm
- ❖ Thursday, July 4, 2024: 12pm-11pm
- ❖ Friday, July 5, 2024: 12pm-11pm

### **GENERAL RULES:**

1. A complete list of items and/or services to be sold must accompany all craft and commercial vendor applications. Items not included on the list will not be allowed. Be specific in your descriptions, words such as "novelty items", "etc." and "same as last year" will not be accepted.
2. A complete menu must accompany all food booth applications. Items not included on the menu will not be allowed.
3. There will not be a refundable \$50 cleaning deposit charged this year, instead, Vendors that spill, pour, or dump any liquids on or around their assigned areas will be responsible for all costs associated with the cleanup and removal of such liquids. All grease from cooking or frying will be contained within spill proof containers and stored within the vendors facility. All such liquids are the vendors responsibility to dispose of appropriately and at their own cost.
4. Vendor Licenses must be prominently posted in all vendor booths during the entire event. Vendor Licenses must be signed by the Fire Marshal signifying compliance with applicable fire codes, and when applicable must also be signed by the Health Inspector signifying compliance with applicable health safety regulations.
5. Sound amplifying devices including but not limited to PA systems, musical instruments, and radios, are subject to the approval of the Event Management and, if allowed, must be controlled so as not to interfere with others. The privilege for use of such sound devices may be revoked at any time. If you feel that another vendor's sound level is too loud, please report it to the Event Staff. Do not try to "drown out" noise by creating more. All Vendors should understand that it's normal to hear other vendors from your space.
6. Vendors must have at least one person over the age of 18 in attendance at their booth at all times that the Event is open to the public and must care for and keep in good order the space occupied by them, taking every precaution against possible injury to visitors, guests and/or employees.
7. Smoking is prohibited everywhere in the park except for at designated smoking areas.
8. Pets are not allowed inside the park, including inside vendor spaces. Exceptions may be made for animals that are an integral part of a vendor's business, for the purpose of selling an animal related product. Please describe on the application. Exceptions must be granted in writing on the Vendor License by Event Management.
9. Event Management reserves the right to refuse Booths which may violate community standards of decency or otherwise infringe upon the rights of, or cause bodily harm or intimidation to Staff, vendors or to the public, and when deemed unsuitable.

10. Food or beverages may not be given away without written consent from Event Management, as such acts may conflict with concession rights held by others. Vendors expecting to dispense free samples and gift items must obtain permission to do so before the Event opens. SALES OF READY- TO-CONSUME FOOD OR BEVERAGES (INCLUDING WATER) OR VENDING PRODUCTS FROM CRAFT OR COMMERCIAL BOOTHS ARE STRICTLY PROHIBITED.
11. Canvassing or solicitation (polling, signature gathering, etc.) except by specific contract is not allowed. Canvassing, demonstration, or solicitation of Booth must be confined to the inside boundaries of Vendor's assigned space and in no case may extend to any other part of the park. Advertising of candidates for office may take place only within the booth space rented for those purposes.
12. Vendor shall comply with the laws, rules, regulations and codes of the State of Oregon, Polk County, City of Independence, and Event Management that may include but are not limited to workers' compensation insurance, health and safety, fire safety and utilities.
13. The decision of an Event Manager or other designated representative of the Independence Days Commission, in their official capacities, must be accepted as final.
14. All matters not covered on these conditions are subject to the decision of an Independence Days Commissioner or their designated representative, in their official capacities, which shall be final.

#### **RULES OF CONDUCT:**

All vendors are expected to conduct themselves in a professional manner and according to the rules governing vendors. Vendors will refrain from mentioning their competitors or their products or services in a derogatory manner or in any other way disparaging another vendor who is also participating in the Event. Any unruly conduct, refusal to follow rules, or use of foul language may be considered grounds for expulsion from the Event. Such Vendors may not be invited to return to subsequent Events.

#### **NONCOMPLIANCE PROCEDURES:**

If a vendor refuses to comply with fees, conditions, rules, or other information outlined in this Handbook or the Vendor License, Event Management will take the following action:

1. Upon first observation of vendor noncompliance, Event Management will discuss the matter with the vendor to inform them of the infraction and request compliance.
2. If vendor continues noncompliance, Event Management will again discuss the matter with the vendor, this time requesting compliance within a specified period. Due to the Event occurring during a short time frame, time is of the essence about compliance. Therefore, the "specified period of time" as referred to in the above, may be measured in minutes or hours.
3. Failure of vendor to comply within the specified time, may result in Vendor License being revoked, expulsion from the event and forfeiture of all fees.

All vendor items must remain inside the space allotted to them as described on their Vendor License. If you will require additional space BEHIND the booth and useable space, additional footage may be purchased. No further expansion of booth spaces will be allowed.

## **BOOTH FURNISHINGS:**

All booths and furnishings are subject to the inspection of the Polk County Fire Marshal who may demand removal of unsafe materials. Please refer to the Fire Marshal Regulations provided by the State Fire Marshal's Office. Questions regarding compliance with State Fire Regulations should be referred to the Polk County Fire Marshal's Office. Phone (503) 838-1510. Mats are suggested as floor coverings for the vendor booths. Vendors shall not deface City of Independence facilities or property in any way. Holes in the pavement for canopy poles, stakes or any other purpose is strictly forbidden.

Extension cords may be used only within the guidelines established by the Oregon State Fire Marshal's office. All booth furnishings, including signs and display racks, must remain inside the boundaries of designated Booth space at all times. Booths must stay within boundary lines marked on the ground.

## **RELOCATION OF BOOTH SPACE:**

Vendors will not be allowed to relocate their booth space once they are moved in. Vendors may observe what appears to be an available or empty space after the Event has begun; there is any number of reasons that some spaces may appear available but assume that they are not.

## **SIGNS:**

All signs, banners or posters supplied by Vendors should be professionally made, neat in appearance and placement must meet the Event guidelines (see BOOTH FURNISHINGS above). The use of hand lettered or felt-marker signs are discouraged.

## **VENDOR CLEAN-UP:**

During the Event, each vendor is responsible for the clean-up of his/ her booth area. Trash may be placed in the dumpsters provided at the south end of the parking area. All food vendors must provide a waterproof, covered container to hold any refuse generated during food preparation. Food vendors are also required to provide a trash receptacle at the front of their booth for public use. Each vendor will be responsible for emptying his own containers daily or more frequently as required. Vendors that spill, pour, or dump any liquids on or around their assigned areas will be responsible for all costs associated with the cleanup and removal of such liquids.

## **CARDBOARD RECYCLING:**

Containers designated solely for the placement of cardboard may be located near the dumpsters. Vendors are expected to flatten and place cardboard in these specific containers.

## **VEHICLE ACCESS TO RIVERVIEW PARK:**

Vendors will have vehicle access to the park prior to opening each day of the Event for the purpose of unloading only. During the Event, all vehicles required to serve vendor booths may enter the park for that purpose but must be removed from the park no later than 1 hour prior to event opening time. Vehicles found on the grounds after that time may be towed at the owner's expense. No vendor vehicles, including motorized scooters, golf carts, ATVs or bicycles are permitted inside the park during the above stated open hours, and all supplies and materials for booths or stands must be in before that hour or hand carried. During the times that Vendors are allowed to bring vehicles into the park, they must enter and exit only through the Osprey Street entrance.

## **VENDOR MOVE-OUT/REMOVAL:**

Vendor booths must remain in place and fully intact until 11:00pm each night of the event, unless special permissions have been granted by Event Management. Booths may begin to be removed after closing at 11pm on Friday, July 5, 2024 and ALL booths must be removed from the park by 5:00 pm on Saturday, July 6, 2024.

During dismantling, vendors will be expected to remove all trash and debris from their booth area and place it in the provided dumpster.

**VENDOR PARKING:** There will be absolutely no vendor parking adjacent to Riverview Park on Main Street, B Street or C Street; or on the paved parking area at the C street entrance to the park.

Vendors will be allowed to park vehicles in the designated Vendor parking area (the gravel area along the edge of the river, east of the biker/boater campground) on a first come, first served basis. NOTE: YOU WILL NOT BE ALLOWED TO REMOVE YOUR VEHICLE FROM THIS PARKING AREA DURING EVENT OPEN HOURS, AND AFTER CLOSING, UNTIL THE POLICE DEPARTMENT DEEMS THE EVENT AREA HAS SUFFICIENTLY CLEARED OF PEOPLE. Should this area become full, or should you choose not to park in this area, you must park outside the event, on the city streets.

**CAMPING:**

On-site camping is not available. RV camping may be available nearby at Ash Creek Mobile & RV Park in Independence. Call (503) 838-4552 for more information and reservations.

Vendors will not be permitted to sleep in booths overnight.

**BALLOONS AND GLOW PRODUCTS:**

In certain cases, Event Management may contract with a non-profit organization to exclusively sell balloons and/or glow products as a method of fund-raising.

A vendor who is specifically contracted for balloons shall have exclusive rights to inflated devices. In that case, non-contracted vendors may only sell or distribute NON-INFLATED balloons from their vendor space.

In addition, a vendor who is specifically contracted for glow products shall have exclusive rights to the contracted type(s) of glow products. In that case, non-contracted vendors may only sell or distribute non-contracted glow products from their vendor space.

In either case, you will be notified prior to acceptance of your application if there is a conflict between your submitted product list and a non-profit novelty contractor.

**ELECTRICAL:**

If power is needed, vendors will be provided with one (1) regular 120-volt household outlet/receptacle (2,000 watts total) at no additional charge. Should it be determined that a vendor is using more power than entitled to, causing power overloads in other booth areas, said vendor will be required to reduce the amount of power being used. Event Management has sole discretion for assigning usage of any additional outlets, based on need and seniority. No vendor is allowed to use additional outlets without Event Management approval.

Vendors who have 240-volt power listed on their Vendor License will be provided one (1) 240-volt outlet/receptacle (30-amps total) at no additional charge. Some outlets in the park are of the 50-amp type, none-the-less they are still only 30-amp circuits.

No additional outlets will be provided unless specifically indicated on the Vendor License. Vendors must provide their own Fire Marshal approved extension cords. Required cord lengths in the lower areas of Riverview Park of up to 100' are not uncommon.

Vendors are not allowed to provide electricity for their booth spaces with a generator.

Generators are not permitted to be used in the park.

### **INSURANCE:**

All vendors must maintain, throughout the event, the following types and amounts of insurance coverage:

*General Liability Insurance:* Vendors may be required to provide a certificate of insurance at Event Management discretion.

**FOOD VENDORS** - Combined single limit per occurrence shall not be less than \$1,000,000. Each annual aggregate limit shall not be less than \$1,000,000. The City of Independence and the Independence Days Commission, including its officers and volunteers, must be named as Additional Insureds, with respect to the business conducted pursuant to the Event.

**CRAFT AND COMMERCIAL VENDORS** - Independence Days Commission and the City of Independence will not be responsible for safety of booths against theft, fire, robbery, accident or any other destructive cause, or for any injury that may arise to the public in the licensed area, or to the Vendors or their employees while on the Event grounds.

*Automobile Liability Insurance:* Combined single limit per occurrence shall be not less than \$500,000. You may have this policy written in combination with a General Liability Insurance referred to above.

*Workers' Compensation Insurance:* All Vendors that employ subject workers to work at the booth MUST provide the required Workers' Compensation coverage. Vendor acknowledges that Vendor is totally responsible for complying with the Oregon Workers' Compensation Law and shall comply with ORS 656.017 which requires it to provide insurance for all its subject workers.

### **RELEASE OF LIABILITY:**

Vendor agrees to indemnify and save harmless the Independence Days Commission, the City of Independence, or any other sponsor, their officers, agents, representatives and employees from any claims, causes of action and suits accruing or resulting from any damage, injury, or loss to any person or persons, including but not limited to persons whom the Vendor may be liable under any Workers' Compensation Law and the vendor themselves, and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares, or merchandise, caused by, arising out of, or in any way connected with the exercise by the vendor of the privileges granted herein.

**DELIVERIES TO RIVERVIEW PARK:** Freight deliveries to Riverview Park are not allowed and will not be accepted by Event Staff.

### **INTERNET AND TELEPHONE SERVICE:**

Internet and Telephone services are not provided or available by wired connection at the Event location. If you need either of these services, you must make your own arrangements to have them provided to you wirelessly.

### **LABOR:**

Event Management is not responsible for, nor will it arrange to provide, any type of labor for the installation, removal, or servicing of any vendor space. It is recommended that vendors needing to use local labor contact the Oregon State Employment Office.

### **FIRE MARSHAL REGULATIONS:**



All vendors will be required to abide by the rules and regulations as set forth by the Oregon State Fire Marshal's Office as described in the Statewide Guidelines for Fairs, Trade Shows, Carnivals or Common Venue Events. This information is inclusive as part of your Vendor License at the Independence Days festival. By signing your application, you are agreeing that you have read and understand all of the information in the above mentioned documentation and will comply with all regulations contained therein.

Deputies of the Oregon State Fire Marshal will be in the park during the event to inspect Booths and confirm compliance with the rules. The Polk County Fire Marshal, the Oregon State Fire Marshal, and/or any authorized representative of the Independence Days Commission may close down any vendor booth for non-compliance with the fire safety rules.

## **ENVIRONMENTAL HEALTH REGULATIONS AND TEMPORARY RESTAURANT**

### **LICENSE:**

All food vendors will be required to have a Temporary Restaurant License, and to abide by the regulations stipulated in the Temporary Restaurant Operation Guidelines provided as an attachment to this handbook. The Temporary Restaurant License must be prominently displayed in the Vendor's Booth. This license, and the information found in the Temporary Restaurant Operations Guidelines is inclusive as part of your Vendor License at the Independence Days festival. By signing your application, you are agreeing that you have read and understand all the information in the above-mentioned documentation and will comply with all regulations contained therein. Deputies of the Polk County Environmental Health Department will be in the park during the event to inspect food booths and confirm compliance with the rules. The Polk County Environmental Health Specialist, and/or any authorized representative of the Independence Days Commission may close any food vendor booth for non-compliance with the Environmental Health Regulations.

### **SECURITY:**

The Independence Police Department and other regional police personnel will be on duty during the Event. They will exercise all reasonable diligence in protecting the property of vendors but will not be responsible for articles lost by fire, theft or mysterious disappearance. Please report any thefts to the Independence Police Department as soon as possible.

### **WEAPONS:**

For public safety reasons and to avoid disruptive events and to further the peaceful enjoyment of the Independence Days festival, certain items are PROHIBITED FROM SALE OR OPEN DISPLAY in Riverview Park during the Event.

These items include firearms, weapons, and destructive devices as these items are defined by OAR 576-065-0000.

Also not permitted are toy weapons and potential weapons or threatening items, which include but are not limited to, blowguns and darts, paint-ball guns or other projectile launching devices, swords, daggers, throwing stars, electronic stun devices, mace, pepper spray and laser pointers.

Certain knives such as household knives or other prohibited items may be permitted with specific approval from Event Management. If approved, such items must be listed on the Vendor License, and may be required to be sold with special packaging or other safety features.

Other items not specifically described above, but which may present threats to public safety or the peaceful enjoyment of the Event, may be prohibited on an individual case basis.

Periodically, additional items may be prohibited by notice of Event Management or by Administrative Rule. The determination of prohibited items is at the absolute discretion of the Event Management.

The Independence Police Department will actively assist in the enforcement of this policy.

**RAIN POLICY:**

Event Management cannot prevent rain. All Vendors should be aware that while not common in July, we still stand a chance of having rain at some point during the Event. When you sign your application, you are accepting that possibility. There will be no refunds and all Booths will be expected to remain open should it rain.