

Vendor Application Packet

Laclede's Landing

Rockin' on the Landing
July 4, 5, 6, 2013

Big Muddy Blues Festival
August 31 & September 1, 2013

Important Dates:

Completed application and payment due by:

Rockin' On The Landing: June 26, 2013

Big Muddy Blues Festival: August 14, 2013

Vendor information and questions may be directed to
Emily Kochan
(314) 241-5875 or ekochan@lacledeslanding.com

Mission Statement

Laclede's Landing Merchant's Association is a nonprofit organization dedicated to revitalizing St. Louis' historic riverfront district through the promotion of free music events and marketing of the area's unique character and businesses.

Laclede's Landing annually organizes and presents Rockin' on the Landing and Big Muddy Blues Festival for the general public as a heritage and entertainment event and reserves all rights as producer. Any reproduction, broadcast or commercial use of any portion of the event, in whole or part, in any form, without the explicit written consent of LLMA, is strictly prohibited.

Laclede's Landing has no control over the weather, acts of nature, acts of terrorism, government intervention or any other cause that may prevent, and/or interrupt events. Vendors, promotional participants, and attendees shall indemnify and hold LLMA harmless for any losses that could arise from such action(s).

Laclede's Landing makes neither representation nor guarantees toward actual attendance. Laclede's Landing accepts no responsibility for items left at the festival site. Vendors and attendees are urged to responsibly secure all items from theft.

Vendors and attendees shall not display, offer for view, sell or consume any illegal or contraband items. Unauthorized alcohol sales, illegal alcohol consumption and bringing any kind of alcohol or illegal substance into Laclede's Landing is also prohibited. The laws of the State of Missouri and local ordinance of the City of St. Louis shall control the selling/wearing of any clothing, which would otherwise be considered in violation of state/local statutes. Laclede's Landing reserves the right to remove any violator of the law or any guideline set forth Laclede's Landing.

Laclede's Landing reserves the right to refuse applications for Vendors/Booths that are inconsistent or are in conflict with the mission of Laclede's Landing, as determined by the Board of Directors.

NOTE: Applicants will be contacted after receipt of their application via email if an email address is provided or by phone. If confirmation is not received by a week after submission, please contact the vendor coordinator immediately. All applications and payment must be received by June 26,, 2013 for Rockin' on the Landing and August 14, 2013 for Big Muddy Blues Festival. It is the vendor's responsibility to contact Laclede's Landing if confirmation is not received by the deadline.

Vendor Booth General Information

All information in this publication applies only to the Rockin' on the Landing and Big Muddy Blues Festival. Dates, times and location are subject to change. Laclede's Landing reserves the right to revise these policies and procedures at any time and without notice.

Rockin' on the Landing will be held July 4th, 5th, and 6th. We are expecting over 50,000 people to attend this event. Times to vend will be from Noon- 11pm each day.

Big Muddy Blues Festival will be held August 31st and September 1st. We are expecting over 65,000 people to attend this event. The times to vend will be from noon – 11:00pm each day.

Vendor Booth Categories

Vendor booth use will fall into one of the two following categories:

Informational

Informational is defined as distribution of brochures, flyers, buttons and other “not for sale” items.

Merchandise

Merchandise is defined as selling service(s) or nonfood items.

No food or alcohol sales are allowed

Laclede's Landing

Contract/Permit for 2013

Event: Rockin on the Landing Big Muddy Blues Festival

(Circle the event(s) you would like to participate in)

Please complete all required pages to avoid delays in processing. Incomplete applications will be returned. Application with payment must be submitted by June 26, 2013 for Rockin' on the Landing and August 14, 2013 for Big Muddy Blues Festival.

Company/Organization: _____

Company Federal ID Number: _____
(Federal ID Number must be submitted to City of St. Louis.)

This must be the name of the group that will be attending events as this is a contract for the event

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Contact name: _____ Title: _____

E-mail address: _____

*Please describe below, in detail, item(s) planned to sell/distribute.
Attach additional sheets as needed.*

Vendor must provide Laclede's Landing Merchants Association (LLMA) with a copy of all necessary business licenses, health permits, proof of liability insurance and named additional insured, which must include LLMA, Laclede's Landing Redevelopment Corporation (LLRC), and the individual property owner associated with Vendor's booth location (**TBD**). Vendors will receive exclusive rights to distribute their product category for the event. LLMA will not accept any vendors who compete with services or items sold by existing Laclede's Landing merchants.

VENDORS MUST AGREE TO, AND PROVIDE THE FOLLOWING, WHERE APPLICABLE, IN ORDER TO RECEIVE A PERMIT:

1. A drawing or photograph and description of the vehicle, cart or booth set up.
2. Vendor must keep area clean while operation occurs and must show that activity occurs.
3. A drawing or photograph, and description of any/all products to be sold by Vendor.

4. A drawing or description of any container or device to be used to display merchandise other than a vehicle or cart described in (1).

By executing this permit, Laclede's Landing Merchants Association grants its approval of the described vehicle, cart or booth set up, as required by the License-Agreement.

Permit shall become effective upon that date on which Vendor submits to Laclede's Landing Merchants Association photocopies of all applicable licenses and permits required by the State of Missouri and the City of St. Louis, including health permits, business license, etc. This Permit is valid only for the events identified in the contract.

I, as an agent/representative of the above organization/company, hereby acknowledge, accept and agree to all terms, responsibilities, representations, and disclaimers contained in Laclede's Landing Vendor Information Packet, which accompanies this application. These include but are not limited to: my responsibility for all local, state, and federal taxes applicable to my activities, to obtain all necessary permits, insurance coverage/Waiver of Liability and signed hold harmless agreement form to indemnify and hold Laclede's Landing, its board of directors, committee, volunteers and assigns harmless for any liability incurred as a result of activities and to uphold and adhere to all local, state and federal laws while conducting activities on Laclede's Landing.

I understand I / We (organization / company) are alone responsible for parking infractions and any fines and/or towing costs assessed.

I / We (organization / company) understand that this application is subject to rejection by the Board of Directors with those inconsistent and/or in conflict with the Mission of LLMA and any fees received will be returned.

I / We understand that a cancellation policy is in effect for the refund of booth fees due to vendor cancellation.

Printed Name: _____ Title: _____
Signature: _____ Date: _____

Nonprofit organizations must attach documentation of 501(c)3 or 501(c)4 status (i.e. copy of the IRS determination letter.) *Non-profit rates will not be accepted without documentation.*

**Mail Vendor Application and check made payable to:
Laclede's Landing Merchants Association
Attn: Emily Kochan
710 N 2nd Street, Suite 310N
St. Louis, MO 63102**

Please write the name of your company or organization in the "memo" line of the check if not already pre-printed.

Vendor Booth Rental

Company Name: _____

Rockin' on the Landing			
FOR-PROFIT VENDORS	Cost	Qty	Total Due
One 10'x10' space	\$500		
NON-PROFIT VENDORS	Cost	Qty	Total Due
One 10'x10' space	\$300		
TOTAL:			
Big Muddy Blues Festival			
FOR-PROFIT VENDORS	Cost	Qty	Total Due
One 10'x10 space	\$700		
NON-PROFIT VENDORS	Cost	Qty	Total Due
One 10'x10 space	\$500		
TOTAL:			
TOTAL FEES DUE:			

* For an additional cost we can provide you with a tent, table, chair set-up and/or electricity. Please specify on this sheet what you require.

- Tent \$100
- Table(s) ____ (quantity) \$10/per
- Chair(s) ____ (quantity) \$5/per
- Electricity \$50

NONPROFIT ORGANIZATIONS:** Non-Profit Vendors must attach documentation of 501(c)3 or 501(c)4 status (i.e. copy of the IRS determination letter). ***Non-profit rates will not be granted without documentation.

Insurance / Waiver of Liability

Proof of Insurance and/or Waiver of Liability WILL BE REQUIRED before any Vendor may set up.

Waiver of Liability and Hold Harmless Agreement

1. In consideration for participating in Laclede's Landing Merchant's Association's event held on Laclede's Landing, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE LLMA, the Board of Directors, Laclede's Landing, committee members, volunteers, sponsors or agents (Hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of actions whatsoever arising out of or related to any loss, damage, or injury including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such event, or while in, on or upon the premises where the activity is being conducted. I am fully aware of risks and hazards connected with the event, including but not limited to the risks as noted herein, and I hereby elect to participate in said event, and to enter the above named premises and engage in such event knowing that the event may have a crowd exceeding 60,000 participants. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss of damage to property owned by me, as a result of participating in such event, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

2. I / We (organization / company) understand that this application is subject to rejection by the Board of Directors with those inconsistent and/or in conflict with the Mission of LLMA and any fees received will be returned. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said event, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise. I understand the Releasees do not maintain any insurance policy covering any circumstance arising from my participation in this event. As such, I am aware that I should review my insurance coverage.

3. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family. If I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Missouri.

4. I UNDERSTAND THAT LLMA WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS OR PROPERTY LOSS ASSOCIATED WITH ANY INJURY OR LOSS I MAY SUSTAIN.

5. I further agree to become familiar with the rules and regulations of the LLMA Vendor Application Packet and not violate said rules of any directive or instruction made by the person or persons in charge of said event. I will assume the complete responsibility of any activity done in violation of any rule or directive or instruction.

6. I also understand that I must obtain adequate insurance to cover any personal injury to myself or property loss which may be sustained during the event.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the following Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed, no oral representations, statements or inducements, apart from the foregoing written agreement, have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____ day of _____, 20____.
Signed by: Vendor _____

(Actual person/s or representative of Vendor)

Name and address of Organization/Company/Business

Vendor Checklist

Please be sure to enclose the following:

- Completed Vendor Application (page 4)
- Completed Vendor Booth Rental Form (page 6)
- Signed Waiver of Liability and Hold Harmless Agreement (page 7)
- Copy of Certificate of Insurance (Include Laclede's Landing Merchant's Association (LLMA), Laclede's Landing Redevelopment Corporation (LLRC), and the individual property owner associated with Vendor's booth location (TBD) as additional insured.)
- Copy of 501(c)3 or 501(c)4 nonprofit status (if applicable)

Application and Payment are to be mailed to:

Laclede's Landing Merchant Association

Attn: Emily Kochan

710 N 2nd Street, Suite 310N

St. Louis, MO 63102