

Block Party – KC Wide Open in Historic Downtown Liberty

Saturday, July 13, 2024 · 5:00 - 9:00 p.m.

Historic Downtown Liberty, Inc. (HDLI) reserves the right to accept or reject contracts. If your contract is accepted, you will receive an email confirmation. If your contract is not accepted, we will contact you directly.

Vendor Deadline: Monday, June 24, 2024

Rules and Regulations Binding Both Parties to the Contract

Definitions

Festival: Historic Downtown Liberty, Inc. (HDLI) (501©3).

Vendor: The organization, person, or entity contracting with the Festival to participate as a booth holder at the Festival and their agents, employees, and volunteers.

Booth: The area leased by the Vendor for its participation in the Festival.

Location and Schedule

Friday, July 13, 2024– 5:00 pm to 9:00 pm. North Missouri Street between E. Franklin and E. Kansas Street, Franklin Street Park, and Church-Archer-Pasley Funeral Home parking lot. Booths are to be manned during all hours of operation. Vending may only take place from the operator’s booth unless approved by the Festival. Vendors who tear down early may not be allowed to return to the Festival in future years.

Contract Submission -Contract deadline is Monday, June 24, 2024. Contracts submitted between June 25 - July 8, 2024, will incur a 25% increase in the Vendor category fee. No vendors will be accepted after July 8, 2024. Food Vendors must submit a food permit application to the Clay County Health Department.

Contract Payment and Refunds

Vendors who want to pay by credit card (3% processing fee). Vendors may mail payment (made payable to Historic Downtown Liberty, Inc.) 118 N. Main Street, Suite C, Liberty, MO 64068. Upon approval submit your Certificate of Liability Insurance and payment. Vendor shall notify the Festival in writing of the intent to cancel the contract no later than 4:30 p.m. on June 30, 2024, in order to be eligible for a refund. A refund of 50% of the contract price shall be made.

Liability Indemnity & Insurance

Vendor must provide a completed contract and Certificate of Liability Insurance in the amount of \$1 million dollars naming Historic Downtown Liberty, Inc. and the event as the certificate holder and additional insured. If proof of insurance or payment of insurance through the festival does not accompany Vendor contract, the contract will not be accepted.

Vendor covenants that it will protect, defend, hold harmless, and indemnify the Festival, its directors, officers, agents, employees, and volunteers from and against any and all expenses, claims, actions, liabilities, attorney’s fees, damages, and losses of any kind whatsoever, actually or allegedly, resulting from or connected with the participation as a Vendor in the Festival. The Festival shall not be liable for any loss or damage to any merchandise or personal property in or about Vendor’s Booth, regardless of the cause of such loss or damage.

Vendor Requirements and Categories

Vendors: Email info@historicdowntownliberty.org photos of products, booth set up, and website links - social media links and food menus for approval. Returning Vendors do not need to submit examples.

Vendors, except Food, are not allowed to sell or give away food and/or drinks, except for prepackaged mixes and food products that are not consumed at the time of purchase. Any Vendor who wants to distribute edible samples (salsas, jams, dips, etc.) must obtain a temporary food permit from the Clay County Health Center. All food items must come from a licensed and inspected facility. If you have questions about this requirement, contact the Clay County Health Center at 816-595-4350.

True Art and Craft - All items offered must be hand-made, and hand-created.

Boutique and Retail - Mass-produced or manufactured goods.

Commercial - Selling or displaying products or services, distributing information, and soliciting.

Disc Golf Related and HDLI Business (Subject to approval)

Sales Tax -The sales tax rate is 9.87%. The Department of Revenue requires all Vendors to have their own Missouri Tax Identification number if they make retail sales. If you need assistance contact the Missouri Department of Revenue at 573-751-2836 or visit www.dor.mo.gov.

Merchandise

At no time shall Vendor display for sale materials, which in the sole judgment of the Festival shall be deemed obscene, dangerous, or unlawful. Expressly prohibited are items including, but not limited to, the following: drug paraphernalia, knives, firearms, and weapons. Additionally, no Vendor shall be permitted to sell raffle tickets or to circulate petitions for signature through the crowd or to Festival customers. The Festival will notify Vendor of his violation of this provision and remove of said items from the grounds. Failure of Vendor to do so will create forfeiture of his rights and privileges of this contract.

Booth Construction

Booth spaces a 10' x 10' area, if the Vendor setup is larger than 10' x 10', an additional booth must be purchased. In the event a trailer is used as a Booth it must be within the booth space. Vendors will confine their operations to the Booth and shall not tack or place advertising material or solicit business outside the Booth space unless approval has been obtained by Festival. The Festival reserves the right to remove a booth from the festival if the booth is constructed in an unsafe manner.

Booth Setup/Teardown

All Vendors are responsible for their own set-up, including tents, tent weights, chairs, and tables. Vendors will receive booth location upon arrival. Vendors will be permitted to begin assembling the booth no earlier than 2:00 pm Saturday, July 13, 2024. No equipment or structure may be brought in earlier. If you have not checked in by 4:00 pm, your vendor space will be forfeited. No refunds will be given. The booth must be finished and operational by 4:30 pm for the Health Department Inspections. Teardown on Saturday, July 13, cannot begin until 9:00 pm and must be completed by midnight. Subleasing of all or any of the assigned Booth space by the Vendor is strictly prohibited.

Electricity -No electricity is provided.

Cleanup -Vendor's booth must be kept clean and all trash deposited in the containers provided. Recycle the following items: cardboard, mixed paper, plastic bottles, aluminum cans, and glass bottles (off-site, not provided by the Festival).

Sound Restrictions -The Festival reserves the right to monitor and regulate the level of sound from all Booths. After a warning about offensive sound, the Festival shall have the right to request that the offending Vendor vacate the Booth.

Vehicle Access -Vendors shall have access to the Festival area only before and after the hours of operation. All vehicles must be outside Festival boundaries prior to 4:30 pm. No vehicles will be allowed in or out during the event hours of operation. No parking permits are given to Vendors.

Refunds -No refunds will be offered in the event of rain, diminished crowd, or low festival attendance, or in the event that the Vendor is asked to leave the Festival due to a violation of the terms set forth in this contract.

Rain-Out Clause

In the event of rain, the Festival will make a decision on whether or not a "Rain-Out" will be called. Vendors will be notified when vehicles may be allowed into the festival area. If you do tear down because of rain and a "Rain Out" has not been called, you must carry products out by hand. No vehicles are allowed on festival grounds without the permission of the Festival. Failure to comply with this rule may exclude you from participating in future festivals. If a "Rain Out" is called, refunds will not be issued.

Interpretation and Enforcement of Rules

Each Vendor shall comply with the rules and regulations. Vendor must comply with any and all statutes and ordinances of the State of Missouri, County of Clay, and the City of Liberty, including but not limited to, statutes and ordinances affecting health and sanitation, and fire safety. The Festival shall have the right to interpret the following rules and regulations; to amend, add, or change such rules and regulations as in its discretion it might deem appropriate; and to enforce compliance with such rules and regulations. Any violation of these rules and regulations or of the referenced statutes and ordinances shall result in forfeiture of all participation rights of the Festival and may result in immediate eviction with no refund.