



North Platte Rail Days Food Vendor Contract

September 17, 2016—Cody Park —11:00am-6:00pm (CST)

Business _____

Contact _____

Address _____

City _____ State _____ Zip _____

E-Mail _____

Example Menu Item being offered: _____

Electricity? Yes No Appliances to be used: _____

Generator? Yes No ** See Guidelines on page 2

Please mark size needed and Electricity used: *Space requested includes power usage*

15' x 15' \$215 50 AMP

15' x 20' \$240 30 AMP

15' x 30' \$260 20 AMP

Saturday Set up time requested: *Must be set up by 10:30am* _____

Payment Information:

Check enclosed, payable to: Golden Spike Tower

Credit Card (*Please complete information below*)

Card # _____	Exp Date _____	Security Code _____
Amount authorized _____		Name on Card _____
Authorized Signature _____		

The North Platte Rail Days Committee reserves the right to deny any application.

Applications can be downloaded from our website: GoldenSpikeTower.com

Vendor Set up Information, Terms and Guidelines—see page 2.

**Applications & payment must be received
by August 31, 2016**

**Mail Contract & Payment to:
North Platte Rail Days
502 S Dewey St, North Platte NE 69101**

****I agree to the terms listed on this contract (see other side):**

Signed _____ Date _____

Terms and conditions expressly understood and agreed as follows:

No illegal weapons of any kind including guns, knives, swords, etc. may be carried, stored, sold or distributed at the event. No products which contain pornographic or explicit material of any kind will be allowed, no explosives including fireworks, poppers etc. may be carried, stored, sold or distributed at the event. Any person or vendor found in violation of these terms will be asked to remove such products and vacate the event premises.

I acknowledge that I assume full risk of any injuries, property damage or loss which I may sustain as a result of my participating in any and all activities connected with or associated with my participation in the festival. I understand and store my products overnight or during the festival at my own risk.

The exhibitor agrees to hold sponsor and all co-sponsoring organizations harmless and blameless and to assume all liability for bodily injury or property damage to employees or patrons, services and products.

I agree to waive and relinquish all claims I may have against the City of North Platte, North Platte Rail Days, Golden Spike Tower and all associated festival sponsors and any agents thereof, as a result of my participation in North Platte Rail Event and that I share my products and services at my own risk.

I agree to indemnify and hold harmless the City of North Platte, North Platte Rail Days, Golden Spike Tower or any of its officers, employees, elected official or insurance carriers from any and all claims, damages, liability, or court awards, including costs and attorney's fees, that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any omission or act of commission by me or any of my employees or agents in performing work pursuant to this Agreement or arising out of, connected with or in any way associated with the activities of the North Platte Rail Event.

I agree that all demonstration and exhibits may be photographed for publicity purposes.

Any violation of terms will result in permanent dismissal from current and future event.

Vendor spaces are limited. Vendor applications will be accepted on a 'First Come, First Serve' basis until August 22, 2016 or until booth spaces are full, whichever comes first.

Refunds will not be issued after September 7, 2016 All refunds are subject to a \$10 administrative fee.

Vendor Set Up Information & Guidelines

North Platte Rail Days—September 17, 2016.

Set Up - 2016 North Platte Rail Days is open 11:00am-6:00pm. All booths must be set up by 10:30am on Saturday, September 17, 2016. Please check in at information booth upon arrival for any last minute instructions.

You are responsible for providing your own display set up, tables, chairs, tent, supplies etc. The booth spaces are 15' x 15' unless you requested and paid for a larger booth space. All of your operation must remain within the space boundaries including tent, tent poles & ropes, and product storage etc.

A space will be assigned to each vendor. There are no guarantees of placement and no guarantee that you will be a one-of-a kind vendor.

Vehicles may not drive on the grass.

Not all areas of the festival have electricity available.

Cody Park will be closed to traffic at 10:30am. Vehicles are not allowed in Cody Park during the festival. Handicap parking with permit is available.

****GENERATORS** must be quiet. If your generator is deemed too loud, you will be asked to muffle the noise, replace it with a quieter generator, shut it down, or relocate if a space is available.

Proof of Insurance is required by all vendors who provide activities that are deemed to be of risk to the participants. Please provide proof of insurance with your application. Insurance is required of both profit and non-profit organizations.

Sales Tax - Any participant selling a taxable product, such as food, clothing, arts & crafts, purchased for resale items etc. must collect and pay sales tax.

Nebraska Health Department's rules and regulations will be enforced as applicable. Information and application forms can be downloaded from their website: www.dhhs.ne.gov/index.htm

For questions, please contact: Kathy Swain or John Hales at 308.532.4966 or Kirsten Parker at 308.532.9920