



# Harvest Fest – Vendor Application

Saturday, September 23, 2023, 10:00 am-3:00 pm

Downtown Main Street, Oconto, WI 54153

Vendor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

What produce or product will be sold at Harvest Fest?

\_\_\_\_\_

Number of space (10x10) \$20 per space or Oconto Area Chamber of Commerce members are free. \_\_\_\_\_

Vehicle as part of display? (\$10) Yes  No

Do you need electricity? (\$10) Yes  No

**Mail form to: Oconto Area Chamber of Commerce, PO Box 174, Oconto, WI 54153.  
Make check payable to the Oconto Area Chamber of Commerce**

The Oconto Area Chamber of Commerce & Harvest Fest Committee retains the right to select vendors and booth locations for the Harvest Fest ("Festival") at their sole discretion. We are very limited on space so we will be looking for diverse vendors and will be limiting vendors based on having duplicate goods for sale. Booth applications will be approved based on products, services, available space, receipt of the application, and the applicant's fit with the Festival.

By submitting an application to operate a booth space at the Festival, you (herein called the "Vendor") agree to the following terms and conditions as consideration to operate a booth if your application is approved:

1. **Maintain Booth:** Vendor must continually keep the booth clean and neat. The Harvest Fest Committee retain the right to permit other vendors to operate booths at the Festival in their sole discretion.
2. **Conduct.** The Harvest Fest Committee wants the Festival to be family-friendly and inviting to all members of the community. Vendor agrees that its conduct and booth will be politically-neutral, free of profanity, obscenity, sexually-suggestive materials, illegal activity, favorable references to drugs, alcohol, or tobacco, or other references inappropriate for an audience of all ages, and will not advocate for or criticize any individual or group because of their race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity.
3. **Cooperation.** Vendor agrees to cooperate with law enforcement, fire, the Harvest Fest Committee, and Oconto Area Chamber of Commerce volunteers and to timely follow their instructions.
4. **Applicable Laws:** Vendor agrees to obey all laws, ordinances, regulations, policies and procedures applicable to the operation of its booth at the Festival. The Vendor must obtain all necessary permits to operate its booth including, but not limited to, those necessary to sell food or beverage items.
5. **Independent Contractor:** Vendor is an independent contractor and not an employee or agent of the Oconto Area Chamber of Commerce or the Harvest Fest Committee.
6. **Safety:** Vendor must act safely and not engage in any actions that endanger people, animals, equipment, or property. Vendor must not damage the property or equipment of the Oconto Area Chamber of Commerce, the Harvest Fest Committee, or others.
7. **Acts of God:** The Oconto Area Chamber of Commerce and the Harvest Fest Committee are not responsible for damages caused by acts of God, accident, or other events beyond their control.
8. **Liability:** Vendor agrees to indemnify and hold harmless Oconto Area Chamber of Commerce the Harvest Fest Committee, and their respective officials, officers, employees, volunteers, and agents from and against all damages, liabilities, and claims (including legal fees) arising from the acts and omissions of the Vendor or its officers, employees, volunteers, or agents at the Festival.
9. **Insurance:** Oconto Area Chamber of Commerce and the Harvest Fest Committee are not responsible for insuring the Vendor. Vendor is solely responsible for acquiring adequate insurance at its own expense.
10. **Assignment/Subcontract:** Vendor may not assign or subcontract any its booth location or its obligations under this agreement.
11. **Inspections:** The Harvest Fest Committee and the Oconto Area Chamber of Commerce has the right to inspect the Vendor's booth at all times.
12. **Cancellation:** Oconto Area Chamber of Commerce and the Harvest Fest Committee may cancel the Festival at any time and for any reason. The Oconto Area Chamber of Commerce and the Harvest Fest Committee are not liable to Vendor if the Festival is canceled.
13. **Entire Agreement:** This document contains the obligations of the Oconto Area Chamber of Commerce and the Harvest Fest Committee regardless of prior written or oral representations.
14. **Revocation:** The Harvest Fest Committee may revoke the Vendor's invitation to operate a booth at the Festival at any time if Vendor violates these terms and conditions. If the Vendor is at the Festival and receives notice of revocation by a Harvest Fest Committee representative, Vendor must immediately terminate its use of the booth in a prompt, safe, and orderly manner.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_