



Scott County Kiwanis
P.O. Box 702
Georgetown, Ky.
40324
502-316-1563

March 14, 2017

Dear Vendor,

We appreciate your interest in participating in the 4th of July Celebration in Historic Downtown Georgetown, Kentucky. For the third year, the Scott County Kiwanis is organizing the Celebration.

Booth spaces will be offered at the Park for the fireworks. Once your application has been approved, you will receive a letter with space(s) assignment, map, and receipt. Those not accepted will be notified in writing and will receive a complete refund. Please be aware that space assignments are subject to change at the sole discretion of the Fireworks Committee.

A Vendor Application and a Policies and Procedures document are available on our website please read both carefully. You can send your application and payment of your booth to reserve your space(s) to: Scott County Kiwanis, P.O. Box 702, Georgetown, KY 40324 or do it online at scott-county.kiwanisone.org. All applications will be reviewed carefully to ensure there is not excessive duplication in vendor products offered.

We hope you can be part of the 4th of July Celebration. If you have any questions, please call Anette Eades at 502-316-1563. Questions can also be emailed to scottcountyjuly4@gmail.com. All information including applications, vendor criteria, policies and procedures, etc. can be viewed at www.scott-county.kiwanisone.org.

Sincerely,

Tom Combs, Manuel Eades, Debbie Green, Jan Ziegler, Bill Shawver and Anette Eades

4th of July Celebration Committee

2017 4th of July Celebration Vendor Policies and Procedures:

1. The 4th of July Celebration is organized, produced and promoted by the 4th of July Celebration Committee, a subcommittee of the Scott County Kiwanis, which together will hereinafter be referred to as the Organizers.
2. The Organizers will do their best to place vendors in their first choice of location, but no guarantees are made. No vendor may assign, sublet, or apportion any part of a space without prior approval from the Organizers.
3. Booth spaces consist of space only. Tents, tables, chairs, electrical cords, water hoses, etc. are the responsibility of the vendor. Booth size is 12' wide by 12' deep. This is the TOTAL footage and EVERYTHING must be contained in the assigned space, INCLUDING SIGNS, as well as the tongue and awnings of trailers.
4. All vendors are responsible for maintaining comprehensive general liability insurance, pertinent licenses or permits and applicable taxes.

A current Certificate of Insurance must be submitted with vendor application and must include:

- A minimum of \$1,000,000.00 in coverage, for each occurrence and aggregate.
- Scott County Kiwanis and City of Georgetown designated as additional insured.
- Coverage for the date of the 4th of July Celebrations

All vendors must also submit a completed Assumption of Risk, Release of Liability and Indemnity form (included herein) releasing the Scott County Kiwanis, Scott County, City of Georgetown, Kentucky, volunteers and sponsors from any liabilities must be submitted with application.

The failure to submit the Certificate of Insurance or the Assumption of Risk, Release of Liability and Indemnity form is grounds to deny a vendor's application.

Trailers need to be IN PLACE by 4:00 PM on Tuesday July 4th, 2017.

5. Minimum security will be provided. Neither the Organizers, nor the City of Georgetown, Kentucky is responsible for any loss or damage incurred to the exhibitor's property.
6. Should an act of God/terrorism/Mother Nature/or Community disaster occur, the Organizers in consultation with City of Georgetown officials including, but not limited to, the Police Department, Fire Department, Public Works, and Emergency Management will make all decisions regarding the Fireworks based on safety first. Scott County Kiwanis, Scott County and the City of Georgetown, Kentucky, cannot accept the risk of disaster for everyone. Each participant and vendor needs to accept the risk of loss of his or her entry fee in the event that the Organizers for any reason cancel the Fireworks. There will be NO REFUNDS in the event that the Fireworks is cancelled due to incidents beyond the control of the Organizers such as outlined above. The money paid to rent booth space is spent producing and promoting the event. The Organizers have ordered and are liable to pay for supplies, rentals and services needed to produce this event, regardless of the outcome. Production and promotional costs include, but are not limited to marketing, insurance, public sanitation, and permits.
7. There will be no refunds for vendor cancellations after June 30, 2017.

2017 Vendor Categories:

Note to ALL VENDORS: No food or beverage items to be consumed at the Festival may be sold from any booth, other than a food booth. No food or beverages, or merchandise being sold by other vendors, may be distributed free.

FOOD VENDORS

In order to avoid multiple food vendors from offering duplication of food items, the number and type of food vendors will be limited. Vendors are encouraged to consider food items that are unique.

All food vendors must submit a complete menu and price list with the application. ONLY the foods listed on the menu may be sold, and food prices must remain constant throughout the event.

Food vendors MUST NOT allow wastewater or any other waste to run through other vendor's booths at any time.

The Scott County Health Department will inspect food vendors on site and collect fees at that time. Contact them at 502-863-3978 or 859-508-8089 regarding obtaining your food permit.

2017 Vendor Booth Rental Rates:

All Proceeds from the Booth rental will be going to the Scott County Kiwanis Administrative Account

1. Food booths at Fireworks:

- | | |
|--------------------------|----------|
| a. Scott County groups: | \$ 50.00 |
| b. Out of county groups: | \$100.00 |

Additional Information regarding electrical and water service.

1. Food vendors must be very specific concerning power and water requirements.
2. One electrical circuit of 110-20 amp service.
3. 220 services are available to food vendors on a limited basis.
4. 25' to 50' - 12 gauge extension cords are needed to connect to city receptacles. Multiple input cords are not allowed.
5. Gas generators are not allowed unless given special permission by the Organizers.
6. Water hookup for food vendors is available on a very limited basis.

2017 Vendor Application- July 4, 2017
www.scott-county.kiwanisone.org
502-316-1563

Owners Name: _____
Business Name: _____
Address: _____ P.O. Box: _____
City: _____ State: _____ Zip: _____
Telephone: _____ E-Mail: _____
Emergency telephone number day or night during the Fireworks: _____

I am applying for the following booth category. (Please check one from each section.)

Section 1: Food

Section 2: Scott County Out of County

Total Length of trailer including tongue, awnings, and signs: _____

** Vendors may request additional 1/2 booth spaces when needed. 1/2 booth = 1/2 booth fees.

List all electrical appliances that will be used in your space: _____

Number of 12' by 12' deep spaces required: _____ @ rate _____ = \$ _____
Electrical Service Required: 110 service
220 service
Water Service:
Total Rental Fee (Kiwani Admin Account) = \$ _____

2017 Vendor Check List: Please use the following checklist for your records.

_____ Yes, I have completed and submitted the application.

_____ Yes, I have enclosed my payment.

_____ Yes, I have read, understand and agree with the rules and regulations.
(Food Booths Only.)

_____ Yes, I have attached the menu items.

_____ Yes, I have completed and submitted the acceptance agreement.
Certificate of Insurance.

_____ Yes, I have attached a copy of the

_____ Yes, I have signed and submitted the Assumption of Risk, Release of Liability and Indemnification form.

Please remit to: Scott County Kiwanis
P.O. Box 702
Georgetown, Ky. 40324

Kiwanis 4th of July Celebrations Acceptance Agreement – 2017

ONCE ACCEPTED BY THE 4th OF JULY CELEBRATION, AND AS AN EXPRESS CONDITION OF PARTICIPATION IN THE FIREWORKS, APPLICANT HEREBY AGREES:

- A. To store products and merchandise at my own risk without exceptions or limitations.
- B. To supply tent(s), trailer, tables, chairs, and any other equipment necessary to participate as a Vendor at the Fireworks.
- C. To comply with all representations of this application, rules and regulations, policies and procedures, and all the conditions and deadlines set forth in the informational packet, which are hereby incorporated into this Agreement by reference. Applicant further acknowledges and agrees that if Applicant or its agents fail to comply with or satisfy any of the terms or conditions of this Agreement, including the incorporated materials, Organizers shall have the right to terminate Applicant's participation as a Vendor at the Fireworks and order its booth closed and shut down, in which case all entry fees would be forfeited.
- D. To attach a Certificate of Insurance with a minimum of \$1,000,000.00 liability, and to complete, sign and submit the Assumption of Risk, Release of Liability and indemnity form releasing the Scott County Kiwanis, Scott County and the City of Georgetown, Kentucky from any and all liabilities. The Assumption of Risk, Release of Liability and Indemnification form is incorporated into this Agreement by reference.
- E. To properly dispose of all trash and waste, and to remove all equipment in a timely manner at the conclusion of the Fireworks. Applicant agrees to pay for any expenses incurred as a result of not fully co-operating with the Organizers.
- F. Should an act of God/terrorism/Mother Nature/or Community disaster occur, the Organizers in consultation with City of Georgetown officials including, but not limited to, the Police Department, Fire Department, Public Works, and Emergency Management will make all decisions regarding the Fireworks based on safety first. Scott County Kiwanis, Scott County and the City of Georgetown, Kentucky cannot accept the risk of disaster for everyone. Each participant and vendor needs to accept the risk of loss of his or her entry fee in the event that the Organizers for any reason cancel the Fireworks. There will be NO REFUNDS in the event that the Fireworks is cancelled due to incidents beyond the control of the Organizers such as outlined above.
- G. The undersigned has read, understands and will comply with all rules and regulations as outlined in the Agreement, including the materials incorporated herein by reference.

Applicant's Signature: _____ Date: _____

For Office Use Only:

Date Received: _____ Approved: _____ Not Approved: _____

Booth Assignment: _____ Confirmation Sent: _____

Amount Paid: _____ Check #: _____ Acceptance Agreement: _____

Liability Insurance Included: _____ Photos Included: _____ Menu Included (Food): _____

Assumption of Risk, Release of Liability and Indemnification form: _____

Please remit to: Scott County Kiwanis
P.O. Box 702
Georgetown, Ky. 40324

Assumption of Risk, Release of Liability and Indemnification Form - 2017

In consideration of being permitted to take part in the 4th of July Celebration, Applicant does hereby voluntarily assume all risks associated with participation in the 4th of July Celebration and related activities, whether known, unknown, or reasonably foreseeable, including the risk of injury, illness, damage, loss, death, and economic harm. Applicant also does hereby release, covenant not to sue, and forever discharge Scott County Kiwanis, Fireworks Committee, Scott County, the City of Georgetown, Kentucky and its officers and agents, and all sponsoring organizations and their directors, employees, sponsors, agents and volunteers (the "Released Parties"), from any and all claims, liabilities, losses, damages, expenses, accidents and occurrences (including attorney fees) arising out of, or in connection with the performance of the 4th of July Celebration Participation Agreement, activities associated with the Fireworks or arising out of Applicant(s) participation in the 4th of July Celebration. Applicant does further agree to indemnify, defend, and hold each of the Released Parties harmless from and against any and all such claims, liabilities, losses, damages, expenses, accidents and occurrences.

Signature (1): _____

Please print name: _____ Date: _____

Signature (2): _____

Please print name: _____ Date: _____

Signature (3): _____

Please print name: _____ Date: _____

Signature (4): _____

Please print name: _____ Date: _____

Please remit to: Scott County Kiwanis
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