

Freedom Fest Vendor Application
Saturday, June 16, 2018, Marseilles, Illinois

Business/Organization Name: _____

Contact Person Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Cellular Phone No.: _____

Email Address: _____

Website (if applicable): _____

NOTE: FOOD VENDING IS EXCLUSIVE TO MARSEILLES BUSINESSES AND NOT-FOR-PROFITS WITHIN THE CITY LIMITS.

Please describe the goods or services that you would be providing: _____

VENDOR SPACES ARE 10' X 10' IN AREA, SITUATED ALONG MAIN ST. AND IN PUBLIC RIGHT-OF-WAY.

For businesses and not-for-profits located within the city limits, there is no charge for vendor space. However, a completed vendor application is required. And, in the instance of food vendors, a certificate of insurance is also required.

For vendors outside of the city limits the fees for space are as follows:

Not-for-profits.....\$85.00 per space

All other vendors.....\$200.00 per space

Vendor applications are due May 20, 2018. Applications submitted past that date are subject to a \$50.00 late fee. Applications will not be considered received until all fees are paid and all information provided. Email shall be the primary method of contact.

How many vendor spaces do you need: _____

Do you require electrical service (15 amp. per space) Yes: _____. **No:** _____.

Total for check (enclosed): _____, **made payable to:** City of Marseilles

Send check, completed application form (this sheet) and other required documentation to:

City of Marseilles
Attn.: Cherise Byone, Freedom Fest Coordinator
209 Lincoln St.
Marseilles, IL 61341

By: _____ Date: _____

Authorized Signature for Vendor

Printed Name of Signator

The signator, hereto, acknowledges that he or she has received, read and fully understand the rules, regulations, conditions and obligations as a vendor, attached to this application. Acceptance as a vendor is not guaranteed by the city, with the submittal of this application. If denied, the amount paid to the city will be refunded.

Logistics

All accepted vendors may begin setting up their facilities as early as 7:30 a.m. on June 16, 2018. You will need to have your facilities in place and any vehicle removed by 10:00 a.m., in anticipation of receiving the first motorcyclists around 11:00 a.m.

From 9:00 a.m. to 8:00 p.m., Main St. shall be closed to vehicular traffic, except from 9:00 a.m. to 10:00 a.m., when access will be provided to vehicles in support of vendors.

General operating hours for vendors will be 10:00 a.m. to 8:00 p.m. No vehicles will be permitted to access vendor space until 8:00 p.m. All vendors must cease operations not later than 8:00 p.m. All vendors shall remove their facilities not later than 12:00 a.m.

No motorized vehicles shall be permitted for use by vendors, during the Freedom Fest operating hours, except for such vehicles needed for handicapped accessibility. Consider this for the need for any stocking or other support that may be needed from the vendor vehicle. Also, should a vendor decide to withdraw earlier than 8:00 p.m., vehicle access to vendor spaces will not be allowed until after 8:00 p.m.

If you require electrical service, it must be noted on the vendor application. You must provide your own electrical cords, at least 50' in length, and of sufficient gauge to safely provide the service. Electrical service is limited to 15 amps. per vendor space. Plan electrical appliances accordingly.

The city will be providing waste receptacles. However, it is the responsibility of the vendor to transfer its waste to the receptacles.

The vendor must leave its space in the condition that is substantially the same as when it first arrived to the space.

General Freedom Fest Vendor Rules and Regulations

- The vendor understands that the role of the city is to provide a vendor space, and, as feasible, a connection to an electrical power source. The vendor will be apprised of its space in advance.
- The City of Marseilles, its employees and volunteers associated with the Freedom Fest are not responsible for any losses or damages to the vendor or its goods and services.
- Food vendors are required to provide a certificate of insurance, naming the City of Marseilles as an additional insured, with minimum general liability coverage of \$1,000,000.00, and, \$1,000,000.00 per accident and disease for workers' compensation and employers' liability.
- Vendors utilizing electrical service, and any vendor with a heat or flame producing device, shall have the proper and approved portable fire extinguisher on hand. Any heat or flame producing device shall be not closer than 24 inches to any combustible material.
- There shall be no direct access to potable water. Potable water will be available at a hydrant. The vendor shall be responsible to provide its own containers and for the transport of any water needed.
- Vendor facilities shall be self-supporting. No staking into the earth or asphalt shall be permitted, nor shall tying on to trees or utility poles.
- No alcoholic beverages are to be brought in by the vendors. All coolers shall be subject to search. Any alcoholic beverages discovered shall be confiscated and destroyed.
- City officials, responsible for the Freedom Fest, with the assistance of law enforcement, have the authority to remove any vendor from the event for any action of non-compliance with an official request.
- Inclement weather does not constitute grounds for a refund of fees. The event shall be held rain or shine, with no rescheduling or rain date.
- In the event of an emergency, and a subsequent cancellation of the event by the city, the city shall refund vendor fees paid to the city.

- The misrepresentation of goods or services, as described in the vendor application, will be grounds for immediate removal and forfeiture of the payment made to the city.
- Proper decorum shall prevail at the event. No lewd or offensive behavior, nudity, offensive goods, adult goods or services shall be permitted.
- Lethal weapons shall be prohibited, even with a concealed carry permit.
- All vendors will be required to file a Special Event Tax Payment Coupon, with the Illinois Department of Revenue, said coupon and instructions for same attached hereto.

Contractual Obligations of the Parties

This agreement is made by and between the City of Marseilles (City) and the Business/Organizations stated on the Vendor Application (Vendor).

Whereas the City is promoting and holding a community event, entitled Freedom Fest, to be held in Marseilles, Illinois on June 16, 2018; and;

Whereas the Vendor desires to participate in that community event;

Now therefore, in consideration of the fee(s) paid by the Vendor to the City; and; with the Vendor acknowledging that it has received, read and fully understands the rules, regulations, conditions and obligations as a Vendor, the City and the Vendor agree as follows:

Section 1. City Obligations

- a. To provide an exclusive space for the Vendor, approximately 10 feet by 10 feet in area, at a location determined by the City,
along Main St.
- b. To provide electricity to the Vendor, of 15 amps per space, as applied for by the Vendor.
- c. To provide waste receptacles for the Vendor to use.
- d. To provide publicity and advertising of the event, not exclusive to the Vendor.
- e. To provide attractions, to draw in a market for the Vendor.
- f. To provide a refund of fees paid by the Vendor, in the event of a cancellation of the community event.

Section 2. Vendor Obligations

- a. To pay all fees and provide all documentation, as necessary, to the City and the Illinois Department of Revenue.
- b. To provide goods and services, substantially as stated in the Vendor Application and as approved by the City.
- c. To use electrical devices, as requested in the Vendor Application, in compliance with stated amps, and, to provide its own
electrical cords for service.
- d. To assume all responsibilities for its property and possessions, and, to protect it against loss, theft and damage while on site
at the event and to insure against such risks.
- e. To comply with all applicable federal, state, local laws and ordinances.
- f. To comply with all rules, regulations, conditions and obligations, as established by the City for the community event, and, as
others may be established and promulgated by the City, from time to time.
- g. To obtain all necessary permits, licenses and other permissions to provide its goods or services, as may be required by
regulatory authorities.
- h. To not dispense or sell any alcoholic beverages, which is the exclusive right of Marseilles Liquor Licensees.
- i. To not dispense or sell any food stuffs, which is the exclusive right of businesses and organizations located with the City
limits.
- j. To maintain its vendor space in a clean and orderly manner, to open and close operations in a timely manner, and, to leave
its space in the condition that it found it.

Section 3. City's Right to Regulate

The City reserves the right to regulate or terminate Vendor activity, with respect to activities that conflict with the nature of the Freedom Fest, that are in conflict with Vendors representations in the Vendor Application, that pose a threat to the public health, safety or welfare, and, that pose a threat to the general public peace of the public.

Section 4. Hold Harmless and Indemnification

- a. Vendor agrees that neither the City nor any other public or private property owners, whose property is utilized for the community event, shall be liable for any injuries, loss of property or other losses to the Vendor, its employees, contractors, customers or other individual or thing, around the Vendor's space, regardless of source of injury or loss, including but not limited to electrical service.
- b. Vendor shall indemnify, defend, keep and hold harmless the City, Marseilles Police Department, Marseilles Fire Department, Marseilles Area Ambulance and community event volunteers, against all injuries, losses or claims of any nature, and, to pay all legal costs connected with same and any claim against Vendor in connection with the Vendor's participation in the community event.

Section 5 Assignment of Rights

The Vendor's interests, rights, participation, obligations and responsibilities shall not be transferred or assigned.

Section 6. Cancellation of Community Event

The community event may be cancelled without notice, in the event of a threat to public health, safety or welfare, as determined by federal, state or local officials, charged with making such determinations. The City shall not be liable of any losses, financial and otherwise, incurred by the cancellation of the community event.

Section 7. Governed by Illinois Law

This agreement shall be governed and adjudicated by the laws of the State of Illinois, the City of Marseilles and LaSalle County.



ILLINOIS REVENUE

Dear Concessionaire:

If you make retail sales at the 2018 Freedom Fest, you must collect and remit Illinois Sales Tax on those sales. Sales made before, during, and after the 2018 Freedom Fest are subject to this tax, which is figured at **6.50%** of your total sales.

This year we will be collecting the event through the mail. The Illinois Department of Revenue will contact each vendor before or during the event and provide each concessionaire with the reporting document and applicable envelope to report the sales tax to the Department.

It is imperative that the document and corresponding sales be reported and paid timely as directed. Failure to report the 2018 Freedom Fest sales as directed will jeopardize your participation in future Illinois events, including the 2019 Freedom Fest Event.

Sincerely,

Ashlee Dunn
Revenue Collection Supervisor
Field Compliance Division
2309 West Main Street
Marion, IL 62959
618-993-7661
ashlee.dunn@illinois.gov

Special Event Tax Collection Report and Payment Coupon

Form IDOR-6-SETR (R-03/16)



Read this first

Exhibitors: All exhibitors making sales in Illinois are required to report and pay all tax due based on their total receipts within ten (10) days of the close of the exhibit. The current tax rate for the location of the special event is printed on the coupon to assist you in calculating your tax due. If you have questions, call us at (618)993-7661 .

Event coordinators: Please distribute this form to each exhibitor making sales at your special event.

Special Event Information

FREEDOM FEST-MARSEILLES

Start Date: June 16, 2018

209 LINCOLN ST MARSEILLES IL
61341-1904

End Date: June 16, 2018

05000149

02549-93312

The current tax rate for this event is 6.50%.

Please complete the following coupon and send it with your payment to:

COLLECTION SUPPORT
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19035
SPRINGFIELD IL 62794-9035

Make your payment payable to the Illinois Department of Revenue.



Illinois Department of Revenue Special Event Tax Payment Coupon

Form IDOR-6-SETR (R-03/16)

(133)

Mail completed form to:
COLLECTION SUPPORT
ILLINOIS DEPARTMENT OF REVENUE PO BOX
19035
SPRINGFIELD IL 62794-9035

05000149

2018 Freedom Fest

02549-93312

June 16, 2018 – June 16, 2018

Step 1: Identify yourself

Business name: _____

Telephone no. (_____) _____ - _____

Name: _____

Social Security no. _____ - _____ - _____

Address: _____

FEIN: _____ - _____

<Other no.> _____

Email address: _____

Step 2: Figure your tax due

Sales Related Taxes \$ _____ X 0.065 = \$ _____

Total receipts

Current Tax Rate for
this Location

Amount tax due

