



2024 VENDOR APPLICATION & AGREEMENT

Saturday, September 21, 2024 - 9:00 am to 4:00 pm

Downtown Wheatfield, Indiana

AGREEMENT

EVENT

The annual Sandhill Crane Festival (“Event”) produced by the Wheatfield Chamber of Commerce (the “WCC”) is scheduled for Saturday, September 21, 2024 from 9:00 am to 4:00 pm in downtown Wheatfield, Indiana. Event activities include live music, strolling entertainment, concessions, vendor booths and activities, informational booths, promotional booths, and car show. The Event will draw hundreds of attendees to Wheatfield and its surrounding areas.

ENTITLEMENTS

The WCC will provide you (“Vendor”) with a 10’ x 10’ space (“Event Space”). Electrical power for operation can be provided (additional fees apply, form enclosed).

Each Food Vendor is responsible for providing its own health permit (need to review Jasper County Health Department Food Permits and Instructions, form enclosed).

RENTAL SPACE FEES

WCC manages rental spaces for the Event. The applicable fees to be paid by Vendor to WCC for different types of space, as elected by Vendor (“Rental Space Fees”), are as follows:

Fee	Space Type
\$50	Food/Beverage Vendor Space
\$40	Retail Space
\$30	Promotional/Non-Profit Space

The applicable Rental Space Fee must be submitted in the form of a check or money order made payable to Wheatfield Chamber of Commerce: PO Box 183, Wheatfield, IN. 46392. Alternately, the Rental Space Fee may be paid via credit card through Paypal: paypal.com/paypalme/wheatfieldchamber.

Per the Jasper County Health Department, all food/beverage agreements and Applications are due to WCC by **Saturday, August 31, 2024**. All other Applications are due by Saturday, September 7, 2024.

CANCELLATION BY VENDOR

As occupancy of the Event space is the essence of the Agreement, no refunds shall be made in connection with an Rental Space Fee after the acceptance of said fee by WCC, except for cancellation of the Event due to war, governmental action or order, act of God including, but not limited to, weather, fire, strike, or any other cause beyond the WCC's control, this Agreement shall terminate, and the Vendor shall be entitled to the return of the Rental Space Fee for the Event Space less \$10 for preparation of Vendor's Event Space. Refund of the Rental Space Fee (or a portion thereof, as applicable) as provided in this section, shall be the exclusive remedy of the Vendor against the WCC or its related parties in the case the Event is canceled. In the case of damage to the Vendor through the acts above, the Vendor expressly waives all liability and completely releases and holds harmless the WCC of any and all claims for damage to person and property and agrees that the WCC shall have no liability whatsoever.

SALE OF PRODUCT

Vendors are responsible for all their transactions, sale taxes, and personal cash needs.

CHARACTER OF EXHIBITS

The WCC reserves the right to prohibit the display of any article that, in its sole discretion, is not in keeping with the nature and character of the Event.

SPACE ASSIGNMENTS

The WCC has complete control of Event diagrams and space assignment. The WCC reserves the right to make modification on Event diagrams which are believed to be accurate but only warranted to be approximate. Further, the WCC reserves the right to assign space(s) in such a manner as it deems appropriate in its sole and absolute discretion, notwithstanding the foregoing. Space assignments will be provided to vendors the week of the event.

COMPLIANCE & ORDINANCES

To ensure the safety of all participants, fire regulations, health and all other applicable ordinances must be strictly observed. In addition, all requirements imposed upon Vendor by the Town must be strictly complied with by Vendor. **If you are a Food Vendor, you are responsible for obtaining a health permit by August 15, 2024 from the Jasper County Health Department.** Food Vendors are required to have a copy of their health permit posted on their booth during the event.

USE OF SPACE

The WCC reserves the right to prohibit any equipment that is deemed unsafe or appears to be unreasonable in the WCC's judgment. All equipment and heavy machinery must be cleared and approved in writing and in advance by the WCC staff. Demonstrations or activities that result in obstruction of walk space or prevent ready access to a nearby booth will not be permitted.

LIABILITY

In no event, shall WCC nor their related parties or sponsors of the Event be responsible for any injury, loss nor damage that may occur to the Vendor's employees, agents, contractors, representatives, or property from any cause whatsoever. It is the Vendor's responsibility to protect machinery, perishables, and exhibits so that no injury will result to the public visitors, guests, or persons, or property. All property of the Vendor is understood to remain in Vendor's care, custody and control in transit to, from, or within the confines of the Event area. The Vendors, on signing the Agreement expressly release, hold, keep, save harmless and indemnify the foregoing persons and entities, named organizations and committees, and individuals from and against all claims for such a loss, damage, or injury.

INSTALLATION OF EXHIBITS

Load in for all Vendors will be between the hours of 7:00 am and 8:00 am on September 21, 2024. All vendors MUST have vehicles moved out of the area by 8:00 am and completely set up by 9:00 am on September 21, 2024.

Load out will commence on September 21, 2024 at 4:00 pm. Load out with a vehicle may only begin at 4:00 p.m. and when the crowd has cleared and the WCC gives Vendor express permission.

Vendors are responsible for leaving their area free of litter and debris.

ADDITIONAL POWER NEEDS

Each Vendor needing electrical supply must provide their own or request needs through the WCC. Generators must be of the quiet type (inverter generator).

Please note that in order to ensure the right amount of power each Vendor must check the power requirements for their specific equipment. **Additional power requests the day of the Event may not be available, and if so, they will be charged at a premium. The attached Application contains an Electrical Services Request Form which must be completed with each Application.**

AMENDMENTS

The WCC reserves the right to make changes to these rules and regulations contained in the Agreement as the WCC sees fit.

Vendor hereby agrees that Vendor and its related parties will abide by the terms provided in this Agreement and any additions and/or amendments, which the WCC shall make to this Agreement, and that it will remain a Vendor, for purposes of this Agreement, as long as it maintains compliance with the terms of this Agreement.

The WCC reserves the right to accept or reject any reservation for any reason whatsoever determined to be in the best interest of the WCC. **The Rental Space Fee will be refunded in its entirety to the Vendor should the Application be initially rejected by the WCC. Vendor's payment in full must accompany this Agreement and Application.**