



# VENDOR APPLICATION

## 46<sup>th</sup> LeMay Annual Show

| MARYMOUNT EVENT CENTER | TACOMA, WA

**SATURDAY, AUGUST 31<sup>st</sup>, 2024**

**APPLICATION DEADLINE: AUGUST 16<sup>th</sup>, 2024**

*NOTE: This application will only be considered if/when all areas are completed and full amount is enclosed.*

### BUSINESS INFORMATION

Business Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Mailing Address/City/State/Zip: \_\_\_\_\_

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

UBI #: \_\_\_\_\_ On-Site Contact Name: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### 2. ABOUT YOUR BOOTH

**Vendor Type (check all that apply):**

**Commercial Vendor**

**Food/Beverage Vendor** - Indicate everything you wish to sell and attach a full menu for approval. **Also, please use lidded or capped beverage containers.**

**Non-Profit Organization - Non-Profit Tax ID#:** \_\_\_\_\_

**Set-Up** (select at least one or both times): \_\_\_ Friday, 8/30 (2:00pm-5:00pm), or \_\_\_ Saturday, 8/31 (7:00am-8:30am)

Please list the products or services you will be selling or promoting in your booth space: \_\_\_\_\_

### 3. BOOTH SPACE SIZE & PAYMENT INFORMATION

**(2 vendor passes included per 10' booth frontage.)**

10' x 10' @ No Charge Non-Profit

10' x 10' @ \$100.00 Outdoor Standard Commercial

10' x 20' @ \$200.00 Outdoor Large Commercial

10' x 30' @ \$300.00 Outdoor Extra-Large Booth

Electrical Hook-Up (110) @ \$50.00 (limited number of spots)

BALANCE DUE

\$ \_\_\_\_\_

**Note: All vendors must be self-contained within the space size. Any additional space must be coordinated in advance.**

### 4. PROMOTION

All vendors are asked to promote their participation at the LeMay Annual Show by including the event on their website event calendar, social media and/or newsletters. Also, please contact LeMay Collections at Marymount for event flyers to distribute.

### 5. SUBMITTAL

My signature below certifies that I have read, understand and agree to comply with the terms of the Vendor Rules & Regulations appearing on the front and back of this application.

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

Full Name: \_\_\_\_\_

Application Accepted by LeMay Annual Show Committee: \_\_\_\_\_ Date: \_\_\_\_\_

### PAYMENT METHOD:

I have enclosed a check payable to:

“LeMay Collections at Marymount”

---OR---

Charge the full amount to my Visa/MasterCard/Discover:

# \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVN # \_\_\_\_\_

Cardholder Name: \_\_\_\_\_

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

*Please note, your payment will be returned if you are not accepted.*

**Submit completed form to: [events@lemaymarymount.org](mailto:events@lemaymarymount.org)**

**fax: 253-779-0919 or mail: 325 152<sup>nd</sup> ST E Tacoma, WA 98445**

# Vendor Rules & Regulations

An agreement is entered into this day, by and between the LeMay Collections at Marymount, a Washington 501 c 3 non-profit corporation, hereinafter referred to as "LCM" and the vendor listed on the opposite page hereinafter referred to as "vendor". In consideration of the mutual promises and covenants hereinafter contained, it is hereby agreed as follows:

**ELIGIBILITY, ACCEPTANCE & APPLICATION DEADLINE.** LCM reserves the right to determine eligibility of vendor for any event, whether prior to or after LCM acceptance of the Application, and submission of this Application and deposit does not guarantee acceptance by LCM. Vendors will pay booth fees to LCM and return this agreement before the due date. Fees will be fully refunded if the application is not accepted. If it is accepted, your payment will be processed; once it clears the bank, a notice of acceptance will be mailed. The due date is on or before **August 18<sup>th</sup>, 2023** (day of event is **August 26<sup>th</sup>, 2023**) Cancellation must be made in writing, and a full refund will be issued if cancellation is made prior to application deadline. However, after the application deadline, there will be no refunds, transfers, or credits for any cancellation.

**VENDOR SPACE ASSIGNMENT.** The method of determining space assignment shall be established by LCM and may be changed from time to time without notice to vendor. Exhibit space size requests must be specified on this application. LCM reserves the right to reassign a vendor location to accommodate event needs. Vendor shall not assign, sublet, share or apportion the whole or any part of the exhibit space they have applied for or are later assigned, except in connection with the sale of vendor's business. Notice of the business sale must be made in writing to LCM by the current vendor or applicant.

**SCOPE OF WORK.** Vendor agrees to perform services under this agreement primarily by serving as food, merchandise, or information vendor at a LCM event. The vendor agrees to dispose of all waste appropriately and leave their booth space clean.

**SET-UP & TEAR-DOWN.** Vendor personnel are only allowed to enter the vendor area during specified hours. All displays, including vehicles, must be in place and excess material, cartons and refuse removed within at least thirty (30) minutes prior to the start of the event. LCM assumes no responsibility for vendor materials left unattended during set-up. Set-up is only allowed during the specified set-up days and times. Any shipments made to the event, and all arrangements and costs necessary to unload/load vendor freight, including forklifts, must be made through the facility, are the sole responsibility of the vendor, and must be paid to the facility. Any and all freight (including UPS, Federal Express & DHL) can only be signed for and accepted by the receiving vendor on the assigned set-up and credential pick-up day. LCM and/or the facility staff will not sign for or accept any vendor freight or mail. No vehicle access guaranteed to booth areas to drop off product during event days. All display vehicles must remain in the assigned booth space from close of set-up through the last day of the event. No "in and out" driving privileges allowed for any exhibited display vehicles unless otherwise arranged. Vendors are required to park in the designated area marked as "Vendor" parking. Handicapped vehicles (i.e. those with the proper ADA credentials) are required to park in the designated area. Vendors with trailers or oversized vehicles are required to park in the designated area marked as "Trailer" parking. Any vendor space not claimed and occupied within one (1) hours on the final set-up day may be reassigned or resold by LCM, with no refunds, transfers or credits to be given. Vendors will provide their own UL extension cords and any 3 prong adapters needed for paid electrical service (through LCM). Electrical fees printed on the front of the application. The vendor agrees to utilize only electrical equipment that complies in all aspects with the National Electric Code. (No removal of product and/or equipment prior to tear-down start times specified. Early tear-down is subject to a \$300.00 assessment that must be paid to LFCF if applicant wishes to be a vendor at another LFCF event.) Vendor agrees to dismantle their display as soon as practical after the end of the event. LFCF assumes no responsibility for any vendor material left unattended during tear-down. All product and equipment must be removed within two (2) hours after end of the event, unless prior approval has been given. Any product or materials that need to be picked up and shipped after tear-down are the sole responsibility of the vendor. LCM and/or the event facility shall not be responsible for products or items left after end of tear-down.

**PERMITS, INSURANCE & LICENSING.** All vendors shall provide, at the time of application, copies of any permits and licenses applicable to the sale of their products. These will include: Washington State UBI Number, Business License, Proof of Liability Insurance (prepared food vendors only), etc. **Vendors shall carry liability insurance coverage of no less than \$1 million dollars and shall provide LCM with a Certificate of Insurance, naming LeMay Collections at Marymount and Marymount LLC as additionally insured verifying such insurance coverage. Food vendors will supply proof of insurance with minimum liability of \$2 million naming LeMay Collections at Marymount and Marymount LLC as additionally insured. Food vendors are required to obtain permits directly from the Tacoma Pierce County Health Department (TPCHD) and pay all health permit and inspection fees. For TPCHD health permit related questions or information call (253) 649-1706 or email [food@tpchd.org](mailto:food@tpchd.org). All vendors must obtain all the necessary permits and provide proof of insurances before the event.** Please also note the requirements for sanitary sampling guidelines (please refer to figure 1).

**INDEPENDENT CONTRACTOR STATUS.** The vendor is considered to be an independent contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe its status to be that of an agent or employee of LCF, nor shall they be eligible for any employee benefits from LCM. The vendor represents and warrants that any and all, federal, state, county and mandatory deductions or other charges and taxes imposed by law shall be the sole responsibility of the vendor. If LFCF is assessed, liable or responsible in any manner for those deductions, charges or taxes, vendor agrees to indemnify and hold harmless LCM and any other parties named from those costs including attorney fees.

**OPERATIONS & CONDUCT AT EVENT** LCM reserves the absolute right to restrict any exhibit to appropriate and suitable methods of operation and/or displays of material. If for any reason an exhibit and/or its contents, or the conduct of vendors staff, are deemed objectionable by LCM, then, in LCM's sole discretion, that exhibit and/or staff member shall be subject to immediate removal from the event at vendor's sole expense. No vulgar language or personal alcoholic beverage consumption will be tolerated at event site. None of the following items [scooters, golf carts, bicycles, motorcycles (motorized or not), knives, drug paraphernalia, animals, reptiles or birds] are to be sold, promoted, or used in any part of the vendor space. No smoking or open flames allowed. Single-occupancy (ADA approved) scooter or animal will only be allowed for use by handicapped personnel. Vendor will not be allowed to obstruct the view from any side of their assigned booth display area(s) [booth sides will not be allowed over 3 feet in the front half of booth depth], nor occasion injury to or adversely affect the displays of other vendors. Any LCM logos used must be approved by LCM. Vendor personnel must wear appropriate apparel (i.e. no swimwear, thong shorts, or bikinis). No calendar girls or models allowed. No selling or promoting of any thong, bikini or undergarments. No vulgar products and/or services (by the discretion of LCM) shall be sold, promoted or demonstrated at the event. Each vendor is responsible for all damage to any property caused by vendor's staff, personnel, or its representatives. Vendor shall not distribute any advertising matter, literature, souvenir items or promotional materials in or about the vendor areas except from its own assigned vendor space or booth. Vendors are not permitted to host or sponsor any event which attracts buyers during days which conflict with the scheduled program promoted by LCM at the event. Vendors are not granted exclusive rights to any specific product category at an event. All non-automotive items and specialty product type exhibits will be limited in number and/or booth space size. All demonstration areas must be organized within the vendor's exhibit space so as not to interfere with any pedestrian traffic in aisles. All demonstration tables & areas must be placed a minimum of 1'0" from the booth aisle line. Should customers/spectators interfere with the normal pedestrian traffic flow or overflow into neighboring exhibits, LCM may require that the demonstration either be moved to take place entirely within the vendor's booth space or be eliminated altogether, with no refund, transfer or credit due to such actions. Vendor must keep the noise levels from demonstrations or music in their exhibit booth space



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to a minimum, and can never interfere with LFCF or the facility public announcement systems. No voice amplification by vendor inside buildings or covered areas. Booth space must be occupied by vendor staff during event hours

**SHARING OF CUSTOMER LISTS AND BUSINESS PROSPECTS.** If vendor has a "Raffle/Sign-Up" at the LCM event, vendor agrees to share with LFCF the names, addresses, telephone number, and any other identifying information ("Information") that vendor obtains, receives or collects from participants and spectators as part of that "Raffle/Sign-Up", to the extent such sharing is permitted and lawful. Vendor shall deliver to LFCF said information in a readily discernable machine-readable computer format within 30 days after the event.

**LIABILITY RELEASE, INDEMNIFICATION & HOLD HARMLESS.** The vendor and each person associated therewith (i.e. employees, spouses, guests, survivors, heirs, executors and representatives) as specifically represented by the person whose name and signature appears on this application, herein agrees to indemnify, defend, and hold harmless, and to release and forever discharge, from any and all known and unknown damage, injury, death, loss, liability, claims, penalties, actions, causes of action, judgments, and liabilities of every kind and description (including court costs and attorney's fees), occasioned by, resulting from, and/or related to conduct, actions and/or omissions of anyone connected with this event, including: LCM and Marymount LLC; the owner/operator of the event facility; all other vendors at the event; and each of their respective owners, shareholders, officers, directors, employees, agents, staff, volunteers, independent contractors, and representatives; and any other persons connected with the promotion, production, management and/or presentation of any portion of the event. The vendor, as represented by their signature on this application, agrees and specifically acknowledges that LCM and their officers, staff, volunteers, employees, agents, representatives and/or servants, are herein totally absolved from any responsibility or liability whatsoever in any matters relating to any restrictions, controls, and and/or conditions imposed on the vendor by any regulatory agency or government authority (whether federal, state, regional or local), whether in connection with, before, during, or after this event, or otherwise. The vendor, as represented by their signature on this application, agrees and specifically acknowledges that this constitutes the complete and final agreement of the parties, and replaces and supersedes all oral and written proposals and agreements therefore made on the subject matter, and may be modified only in writing and signed by both parties, both acknowledge receipt of an executed copy of this agreement.

FIGURE 1



**I have read and agree to the Vendor Rules and Regulations.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Business Name: \_\_\_\_\_ Date: \_\_\_\_\_