



**Tomahawk Fall Ride
SARA Park Activities**
to benefit the Muscular Dystrophy Association
September 17, 18, 19 and 20, 2009



The 2009 Tomahawk Fall Ride Food Vendor Application

Dates & Hours of Operation

Vendor Set-Up	Wednesday, September 16	11:00 a.m. to 5:00 p.m.
Open To The Public	Thursday, September 17	11:00 a.m. to 7:00 p.m.
	Friday, September 18	9:00 a.m. to 5:00 p.m.
	Saturday, September 19	9:00 a.m. to 5:00 p.m.
	Sunday, September 20	9:00 a.m. to Noon
Vendor Tear Down & Clean-up	Sunday, September 20	Noon to 5:00 p.m.



More information will be coming from MDA in regard to the topics listed below:

Set-Up & Tear Down Rules & Regulations

Garbage Removal

Map / Layout Of The SARA Park Activities

List Of Entertainment

Food Vendor—Soda Sales

And Much More!



If you have any questions or need general information please contact Andrew Gillis at

Muscular Dystrophy Association
2670 South Ashland Avenue, Suite 101
Green Bay, WI 54304
Phone: 920-499-0564
Fax: 920-499-4942
Email: agillis@mdausa.org

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Food Vendor Information – Due June 12, 2009

Food Vendor Name/Company: _____

Food Items to be sold at SARA Park – Please be specific and complete. (Use additional piece of paper if necessary.)

Item	Description	Price

If you are planning to sell soda or water in your area/booth please purchase it through Mid-Western Beverage. Call Gary Wood at 715-842-0833 to make your beverage arrangements. All beverages sold should be 20 ounce plastic bottles.

All Food Vendors will be given a 20' x 20' space. The cost for this space is \$450. Electricity will be provided if the request is reasonable.

Food / Merchandise vendor electricity needed: No _____ Yes _____

If yes, please indicate needs: 110: _____ 220: _____ Amps needed: _____

(If not specified you will be set up with 5 amps and 100 volts.)

Please be specific and list all electrical items being used: _____

Ice Bags Ordered—20 pound bag @ \$4.25 = \$ _____
Please include this amount in your total Vendor fee.

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Food Vendor Information – Due June 12, 2009

Vendor Name/Company: _____

Name to be used for promotional purposes: _____

Contact Person: _____

Address: _____

Phone Number: _____ Cell Number: _____

Email: _____

Website: _____

YOUR \$450 FEE MUST ACCOMPANY THIS FORM TO RESERVE A BOOTH/SPACE WITH ELECTRICITY. THIS FORM MUST BE RECEIVED NO LATER THAN June 12TH, 2009 TO GUARANTEE A SPOT AT SARA PARK.

Please check off and return in the MDA self-addressed envelope:

- _____ Vendor Application completed & signed (two sided)
- _____ Total Vendor Fee \$ _____
- _____ Ice Bag Order (Each 20 lb. Bag @ \$4.25) \$ _____
- _____ A copy of your Certificate of Liability Insurance
- _____ Guidelines & Agreement Form signed and dated
- _____ Camping information completed & payment \$ _____
- GRAND TOTAL ENCLOSED** \$ _____

**In addition, you will need to complete a Transient Vendor Application and return it to the Tomahawk Police Department with the required fee.
 (Please see note attached to the form)**

Vendor Signature _____ **Date** _____

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Guidelines & Agreement Form

This application, properly completed and executed by Vendor, upon written acceptance by the Muscular Dystrophy Association shall constitute a valid and binding contract between the parties. At its sole discretion, the Muscular Dystrophy Association may establish reasonable additional event regulation as it deems necessary in the interest of the general success of the event. Vendor shall be bound by all conditions, rules and regulations stated herein or otherwise established by the Muscular Dystrophy Association. The Muscular Dystrophy Association reserves the right to decline, prohibit or expel a Vendor if the Muscular Dystrophy Association determines that a Vendor fails to maintain the character of the event.

Guidelines for Products and Services:

In accordance with the Muscular Dystrophy Association's goal of providing a family-oriented event, we must ensure that the products and services offered for sale by Vendors are in keeping within certain standards. Your signature on this agreement confirms that if you are asked to remove an item(s) or discontinue a service while at the Tomahawk Fall Ride – SARA Park, you will comply with the request. In addition, based on a goal of providing the right mix of products and services, it is possible that the number of Vendors of a particular product or service may be limited.

Assignment and Use of Space:

The Muscular Dystrophy Association reserves the unconditional right to assign locations. Vendor agrees to use the location and conduct its business in an orderly and lawful manner and to abide by all rules and regulations set forth by the Muscular Dystrophy Association. Vendor shall not transfer or assign all or any part of the location to any other person, nor permit the location to be used by any other person.

Authorized representatives of the Muscular Dystrophy Association shall have access to the location for reasonable inspection purposes at any time. In the sole judgment of the Muscular Dystrophy Association representatives, if the vendor possesses or sells any improper materials, or engages in improper or unlawful conduct at the event, a representative will give Vendor notice to cease and desist such activity. If Vendor does not promptly comply, the Muscular Dystrophy Association, at its option, and without further notice, may immediately terminate this agreement and revoke the rights granted. Failure to comply with the rules and regulations of this contract may result in the alteration or removal of the booth or materials at the Vendor's expense.

Set Up and Tear Down:

Set up is on **Wednesday, September 16, 2009 from 11:00 a.m. - 5:00 p.m.** No one will be allowed to set up after that time. You may not tear down until after noon on **Sunday, September 20, 2009.** Vendor shall yield and give up possession in as good condition as it was when assigned. You will also be responsible for removing your own garbage from the area to a dumpster. Failure to comply may result in assessing additional fees or Vendor may be denied return to event in future years.

Liability and Insurance:

Vendor acknowledges that it is an independent contractor and not an agent, servant, employee, or representative of the Muscular Dystrophy Association. Vendor is not authorized to contract any debt, liability or obligation for, or on behalf of the Muscular Dystrophy Association.

Vendor accepts full responsibility for all liability or damages to persons or property arising out of Vendor's use and occupancy of the location, including without limitation the sale or promotion of the product(s)/service(s). The Muscular Dystrophy Association assumes no responsibility for damages that might occur to Vendor, its employees, agents, customers, licensees or the property of any such persons by reason of such use, occupancy, or sales.

With this signed agreement, Vendor shall tender to the Muscular Dystrophy Association a certificate of insurance evidencing the existence of Vendor's comprehensive general liability policy which shall include contractual liability, products, and completed operations coverage, independent contractors and bodily injury/property damage coverage covering the dates of the event.

Vendor further agrees to indemnify and hold harmless the Muscular Dystrophy Association from any and all damages or claims in excess of or not covered by the insurance required under the terms of this Agreement which are caused directly or indirectly by use or occupancy at the Tomahawk Fall Ride-SARA Park by Vendor or by the sale or promotion of the product(s)/service(s), including without limitation, injuries or damages to person or property sustained by the public, Vendor's employees or agents, concessionaires, or event participants.

Ownership of Marks:

The mark TOMAHAWK FALL RIDE™ shall be, remain, and constitute the sole and exclusive property of the Tomahawk Fall Ride™ MDA Committee, and may not be used by Vendor without the prior written permission of the Tomahawk Fall Ride™ MDA Committee and the Muscular Dystrophy Association. Execution of this contract does not constitute such written permission.

If Vendor is in default under any provision of this Agreement, or fails to adhere to the standards or supervisory directions established by the Muscular Dystrophy Association, the Muscular Dystrophy Association shall notify Vendor of such default or failure and Vendor shall promptly remedy such default or failure. In the event the Vendor does not promptly remedy such condition, the Muscular Dystrophy Association may terminate the Agreement and expel Vendor from the location without any further liability or obligation to Vendor.

PLEASE PRINT NAME: _____

PLEASE SIGN: _____ **Date:** _____

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Vendor Parking & Camping Information

Vendor Parking

One parking spot will be included with each merchandise or food vendor fee. Any other vehicle parking spots will need to be approved by MDA. There is a limited number of parking spots available at SARA Park – therefore parking will be strictly enforced this year – every vehicle must have an authorized parking permit issued by MDA.

Vendor Camping

A limited number of camping permits will be available. These camping spots / permits are strictly for SARA Park merchandise & food vendors only. No public camping is allowed. Camping fees are \$10 per camping vehicle or tent per night.

Due to the limited number of camping spaces available we will only allow vendors to reserve two camping spots until August 1st. After that date, MDA will evaluate the camping spaces still available and release additional spots to the SARA Park vendors who are interested in more than two spots. Please contact MDA after August 1st, 2009 for more information at 920-499-0564.

Please complete the bottom portion of this form and return it to MDA with your other Vendor Application forms.

Vendor Name/Company: _____

Contact Person: _____

Telephone Number: _____

One Vendor parking spot included with Vendor fee.

of additional Vendor parking spots requested. _____

Number of camping spots/permits requested (max. = 2) _____

Arrival Date _____

Departure Date _____

Number of camping vehicles/tents X number of nights X \$10

of nights _____ X # of spots _____ X \$10 per night = \$ _____ Total amount due to MDA

****Note:** As a vendor at the Tomahawk Fall Ride you must complete the Transient Merchant Application and pay the appropriate fee.

When available the Transient Merchant Application will be available at the Tomahawk Chamber of Commerce's website at www.gototomahawk.com

If you have any questions in regards to this you may visit the website or call 715-453-5334 or 800-569-2160.