

# MESQUITE DAYS

May 3-6, 2012

## VENDOR BOOTH APPLICATION

Please send check/money order and signed Application/Agreement to:  
City of Mesquite Department of Athletics & Leisure Services  
Attn: Vickie Anderson  
100 West Old Mill Road, Mesquite NV 89027  
(No later than April 20, 2012)

Name of Organization/Individual: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Day Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street/PO Box City State Zip

We wish to offer the following items for sale: \_\_\_\_\_

Comments: \_\_\_\_\_

Do you have insurance? If yes, Insurance Company: \_\_\_\_\_

Coverage/Limit: \_\_\_\_\_ Policy #: \_\_\_\_\_

**IMPORTANT-PLEASE READ BEFORE SIGNING:**

The applicant is an authorized agent of the group submitting this application. The applicant (and/or his/her) organization making this application understand and agree to assume all risk for loss, damage, liability, injury, cost or expense that may arise during or be caused in any way by such use or occupancy of the facilities of the City of Mesquite. The applicant further agrees that in consideration of being permitted to have a booth at the Mesquite Days event and facility, **HE/SHE AND THE GROUP/ORGANIZATION WILL DEFEND, IDEMNIFY AND HOLD THE CITY OF MESQUITE, THEIR AGENTS AND EMPLOYEES HARMLESS FROM ANY LOSS, CLAIMS AND LIABILITY OR DAMAGES AND/OR INJURIES TO PERSON OR PROPERTY** that in any way may be caused by the applicant's use or occupancy of the Mesquite Days Event Facility.

I/We, the undersigned, have read and understand the above statement and rules and agree to comply with the terms of this agreement.

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

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## VENDOR BOOTH APPLICATION CONDITIONS

**FEE:** Vendor/Exhibitor/Food space rental fees at applicable events shall be as follows:  
**ARTS & CRAFT BOOTHS.....\$75.00 per 12X12 space – no electricity**  
**FOOD VENDORS..... \$200.00 includes one booth & 110 volt outlet;**  
**Additional: Booth: \$75.00 and/or Electrical Outlet: \$25.00 (220 volt service; add \$150.00)**

**NOTE: There shall be neither implied, nor granting of product exclusivity; there shall be no advertising outside of your booth; banners/signs on booth only**

**REFUND AND CANCELLATION POLICY:** Vendors canceling a space ten (10) or more days in advance will be entitled to a full refund, minus a \$15.00 processing fee. Vendors canceling seven (7) days or less before the event will not be given a refund. **No exceptions.** Vendors wishing to cancel a space must submit a written request for any refund. **All refunds are subject to approval by the Mesquite Athletics & Leisure Services Department.**

### **GENERAL RULES:**

1. Sound devices, including loud speakers or radios must be approved by the committee and not interfere with others.
2. **No solicitation** except by vendor/exhibitor as approved; **including directional signs to your booth.**
3. The City reserves the right to refuse vendor/exhibits which would in any way detract from the dignity of the event.
4. The City reserves the right to stop or remove from the event any individual or exhibitor, performing any act or practice which, in the opinion of the City, is objectionable, interferes, or creates a health, safety, or fire hazard.
5. Vendor/exhibitors shall comply with those laws, rules and regulations and codes of the State of Nevada, Clark County, City of Mesquite and sponsor that may include but not be limited to Workers Compensation, insurance, health, safety, fire, construction of utilities and sales tax.
6. Vendor/exhibitor agrees that all decisions of the City, on all matters not covered in the conditions, information or rules, are final.
7. **All vendor/exhibitors are expected to conduct themselves in a polite and professional manner.** Any unruly conduct, refusal to follow rules, or use of foul language to event patrons or event personnel will be considered grounds for expulsion from the event.
8. A health permit is mandatory for all vendor/exhibitors selling prepared food products. Health permits must be posted in your booth before you open for business. Available from the Southern Nevada Health District.
9. It is expressly understood that vendor/exhibitors are prohibited from holding drawings, raffles, games of chance, or from distributing, selling or displaying products, except those approved by the City.
10. Should it be determined that a vendor/exhibitor is using more power than he/she is entitled to, thus causing power overload, he/she will be required to reduce their electrical load. **Vendor must supply their own electrical extension cords.**
11. **City is not responsible, nor will it arrange to provide any kind of labor for installation, removal or servicing of vendor/exhibit booth.**

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12. The vendor/exhibitor agree to indemnify and save harmless the City of Mesquite, their officers, agents and employees from any and all claims, causes of action and suits occurring or resulting from any damage, injury, or loss to any person or persons including, but not limited to, persons to who the vendor/exhibitor may be liable under any Workers Compensation Law and the vendor/exhibitor himself/herself and from any loss, damage, cause of action, claims or suits from damages, including, but not limited to, loss of property, goods, wares, or merchandise, caused by, arising out of, or in any way connected with the exercises by the vendor/exhibitor of the privileges granted therein.
13. The City will not be responsible for the safety of exhibits against theft, fire, robbery, accident or any other destructive cause, for any injury that may arise to the public in the rented area, or to the vendor/exhibitors or their employees while on City grounds. **No overnight security will be provided by the City.**
14. No glass containers allowed. All beverages must be served in paper or plastic cups or containers.
15. All vendor/exhibitors shall post the price of their sale items in plain sight of the public.
16. Sales of alcohol shall not be permitted.
17. NRS 202.350 prohibits the offer or exposure for sale, any knife instrument commonly known as a switch-blade, blackjack, slug-shot, billy, sand club, sandbag, metal knuckles, or a knife which is made an integral part of a belt buckle. It is also against the law to have dirks, daggers, machetes, nunchaku, trefoils, throwing stars, along with dangerous concealed weapons on a person. Therefore, a vendor shall not offer these weapons for sale. The Statute makes it unlawful to carry any concealed explosive substance, other than ammunition. This includes snap-pops, etc.
18. Vendors shall not offer for sale ammunition or any type of lighters.

#### **OTHER INFORMATION**

1. Vendor/Exhibitor must submit application, payment, and photo of items or literature to be distributed, displayed or sold by **April 20, 2012** to secure a space. Applications not approved by the City shall receive a full refund. **Spaces are limited to 60 on a first come, first served basis.**
2. **FOOD VENDORS:** Food vendors are required to obtain a 1-5 day temporary food establishment permit from the Southern NV Health District. There is no exclusivity on any food item or food booths. A detailed menu is required with application. All menu changes must be approved before day of set up. No menu changes are allowed after 4pm Friday. **No subcontracting is allowed.**
3. **You are responsible for sales tax. There is an envelope provided to you with a sales tax form and instructions. Please turn this in (completely filled out) to the Recreation Center within 3 days of the event. If it's not turned in, you are responsible to send it to the sales tax dept. at the Las Vegas address on the form.**
4. Set-up is Friday, May 4, 2012 beginning at 7 am with booths opening at 4 pm. **No Exceptions.** (If you can't be here Friday, you won't be allowed to join us) A representative will be available should you have questions.
5. **NOTE: Vehicles will not be allowed to enter vendor area during event hours.**
6. **Booth Hours:** Friday, 4pm to 10pm; Saturday 10am to 10pm; Sunday (optional) from 10am to 3pm Please provide and schedule booth personnel accordingly.
7. **Vendor will provide any tables, chairs, extension cords and shade needed.**
8. If you have any special needs to be considered, (ADA etc...) please list on the comments line. Keep in mind that spaces will be given according to these needs rather than on a first come-first serve basis.
9. Please keep and leave your booth and surrounding area clean.
10. **Generators are not allowed** – use is by written permission only.
11. No glass bottles are allowed.
12. **Please bring blocks to secure canopy/booth in case of wind – these are not provided.**