

We appreciate your interest in Second Saturdays. We have grown substantially in the past year and a half and are pleased to now offer space for food and retail vendors outside of the downtown area during this event.

The fee to set up during Second Saturdays is $50.00 for food vendors $10.00 for retail vendors per event. This fee is non-refundable. The fee must be paid at least one week prior to the Second Saturday event. Failure to pay for set up will result in the inability to participate. Payments are to be mailed Attn: Rediscover Downtown Peru, Inc., P.O. Box 536, Peru, IN 46970

Vendors are to set up on a first come, first serve basis. Please communicate with the business you set up in front of. The idea is to achieve a sense of community. Set up in restricted areas will result in dismissal from the Second Saturday event without any refund.

Vendor Contract is as follows:

1. Vendor booths must be fully staffed and open for sales and must remain fully staffed and prepared to serve customers on Saturday from 4:30 p.m. until 9:00 p.m., sell out, or sunset if crowd dissipates. Closing early or opening late will result in the forfeiture of the Vendor’s participation the following month and the $50.00 fee.

2. Vendor, and only said Vendor, shall have the right to sell only the items at the listed retail price (including all applicable sales taxes) as identified on the submitted application, unless otherwise agreed by the Second Saturdays committee. Said sales are to occur only within the area designated by the Second Saturdays committee for the Vendor.

3. Vendor must reside in Miami County, Indiana. Vendors from outside of Miami county are strictly prohibited.

4. Vendor shall be solely responsible for procuring and maintaining all licenses, permits, and authorizations required by law.

5. Vendor shall be classified as an independent contractor. Neither the vendor nor their employees may be classified as employees of Rediscover Downtown Peru, Inc. or the Second Saturdays committee. Vendor must provide proof of licenses to the Second Saturday committee ahead of time.

6. Vendor shall not sell or distribute, alcoholic beverages unless otherwise agreed upon in writing.

7. Space size will be 11 feet wide by 10 feet deep for food and retail vendors. Space size will be 20 feet wide by 10 feet deep for food trucks. No sales or service shall be made from the sides or rear of the allotted space or spaces.

8. Vendors must supply all supplies necessary to operate, including a properly weighted tent or canopy, to operate and withstand the elements of weather. The use of stakes is strictly prohibited.

9. Set-Up must be done between 7:00 a.m. and 4:00 p.m. on said Saturday.

10. All materials must be removed from downtown by 10:30 pm on the Saturday of participation

11. Vendor may only display its own business signs and banners within the assigned booth

space.

12. Spaces must be free of trash and litter at all times.

13. There will be no storage allowed outside the booth space for any supplies, equipment or

inventory.

14. Vendor may canvass only from inside their booth space. Canvassing from outside of the booth space is not permissible and vendor shall be liable for immediate closure, removal from the Second Saturday event and loss of all submitted monies.

15. Please make provisions immediately to mop up any standing water. Vendors observed dumping water in any unauthorized containers will be closed.

16. Grease splattering is an issue of highest concern. Please make sure you lay down a non-flammable covering underneath your cooking area. Please ensure grease-catching sheets extend beyond the primary cooking area to catch all splatters. Grease containers/barrels must be made available by Vendor.

17. No illegal weapons of any kind including guns, knives, swords, etc. may be carried, stored, sold or distributed at Second Saturday. No products which contain pornographic or explicit material of any kind will be allowed, no explosives including fireworks, poppers etc. may be carried, stored, sold or distributed at Second Saturday. Any person or vendor found in violation of these terms will be asked to remove such products and vacate the premises.



**Vendor**

**Application**

**Second Saturday**

Name of Vendor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Vendor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor owner name and address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor owner email & phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of event\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of contract signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brief description of items to be sold and related prices \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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By signing this agreement, I acknowledge that I assume full risk of any injuries, property damage or loss which I may sustain as a result of my participating in Second Saturdays.

Vendor shall indemnify and hold ReDiscover Downtown Peru, Inc., the Second Saturday Committee and other staff, contractors and volunteers harmless from any claim or cause of action arising out of or in connection with the acts or omissions of Vendor under this Agreement, and shall reimburse Rediscover Downtown Peru, Inc. for any costs, including but not limited to, reasonable attorney’s fees incurred in defense against any such claim. No prior or present Agreements or representations shall be binding.

Vendor acknowledges that a breach of any of the terms of this agreement may result in the termination of this agreement and the preclusion of the vendor’s participation in the Second Saturday event. In the event this agreement is terminated as a result of any breach by vendor, vendor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

Signature of Vendor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Code of Conduct:**

All persons associated with Second Saturday agree;

• To interact with guests, staff, volunteers, and all persons associated with Second Saturday in a respectful manner at all times;

• Not to use alcohol or other controlled substances while participating in any capacity with Second Saturday;

• To be suitably and appropriately attired at all times, and to maintain acceptable personal hygiene;

• Not to engage in any behavior that is determined to threaten the safety of anyone participating in the Second Saturday event in any capacity, nor to engage in any behavior that is disruptive or interferes with the right of anyone associated with ReDiscover Downtown Peru, Inc. to conduct appropriate business or freely enjoy Second Saturday;

• To represent Second Saturday and Rediscover Downtown Peru, Inc. in a positive manner at all times.

Signature of Vendor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Office Use Only:

Approved Not Approved Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fee received\_\_\_\_\_\_\_\_\_\_\_\_ Check#\_\_\_\_\_\_\_\_\_\_\_\_