



APPLICATION AGREEMENT FOR EVENT SPACE
2019 Christmas on the Square & Annual Tree Lighting
Friday, November 29, 2019 (*Rain Date: Nov. 30 tree lighting only*)
Event sponsored by: The Commissioners of Leonardtown, the
LVFD, and the Leonardtown Business Association.

1. Terms and Conditions

- a) The 2019 Christmas on the Square and Annual Tree lighting will be held on **Friday, November 29, 2019**. **The rain date will consist of the Annual Tree Lighting (only) on Saturday, November 30, 2019 at 7:00 PM.** The festival portion of the Christmas on the Square event will be cancelled (no vendors or performers). All are welcome to come as a spectator and enjoy the tree lighting.
- b) **In the event of inclement weather or other emergency** requiring access to the requested area of use, the event and all its activities may be cancelled by the event Organizers, the Commissioners of Leonardtown, or the St. Mary's County Sheriff's Department. Check the Town of Leonardtown Facebook page and Town website www.leonardtown.somd.com , or call 301-475-9791 after 10 AM the day of the event to receive messages regarding cancellation.
- c) In addition to literature, raffles, and fundraisers, we would prefer non-profits and exhibitors also have an **interactive display** (game, free giveaway, children's activity, etc.) that adds value to the event and helps draw people to their display. Vendors should have items for sale that would **appeal directly to families with small children or otherwise pertain to the Christmas theme** – particularly holiday traditions, charitable giving, religious observances, gift-giving and holiday décor and clothing.
- d) **Pages 3 and 4 of the Application Agreement for Vendor/Exhibitor Space** must be submitted to the Leonardtown Business Association by each participant requesting space in this event, including non-profit organizations, no later than **November 1, 2019**.
Completed Application Agreements should also include:
 The **required fee** for the use of the space and opportunity (as outlined on the form)
 A **photo** representative of the items you will be selling and/or displaying. Items exhibited the day of the event must be the same as the represented sample.
AND
 A \$1 Million Liability **Certificate of Insurance** naming the Commissioners of Leonardtown as additional insured (e.g. commercial vendors, ALL food vendors, physical activities, etc.).
 OR The signed Hold Harmless Agreement associated with this application (e.g. independent crafters).
- e) All applicants will be notified of their approved/denied application via e-mail for this event. **Please be sure to include your e-mail address on your Application Agreement.**
- f) Space will be assigned to vendors and exhibitors as available. **Each space is approximately 10' X 12'**. Larger units, such as a tent or van, may require additional space(s) – please indicate your need for any additional spaces on the Application form. The Space fee is \$45 per space; plus \$25 per space if electricity is needed. Please note that there are a limited number of spaces available with electricity (110 v.) that will be assigned on a first-come, first-serve basis. **Fees are non-refundable.** *Please make checks out to "Leonardtown Business Association".*
- g) **The event is outdoors, at night, in November.** Temperatures will vary, but it will be dark and likely very windy. Vendors and exhibitors must **supply their own set-up materials, including tables, chairs, tents, lighting, heaters, generators, power cords, weights for tents and displays, etc.**
- h) All vendors and exhibitors are expected to leave their area clean before departing. **Vendors and Exhibitors should use – and encourage others to use - the recycling containers for glass, plastic, paper and cardboard.** *To prevent overflow of trash containers, vendors and exhibitors should take all other set up and clean up trash with them for disposal.*

- i) Groups or organizations conducting the sales of merchandise must comply with all pertinent local, state and federal laws pertaining to sales tax and reporting of income.
- j) The St. Mary's County Health Department (SMCHD) requires that a **temporary food license** be purchased for each food booth in operation during an event. All food and beverage vendors and organizations (including not-for-profits) are responsible for contacting the SMCHD at least **14 days prior to the event date** to obtain a temporary food license/permit. The valid license shall be posted in your food service establishment, mobile unit, and/or temporary food service establishment. Food vendors must comply with pertinent Health Department regulations. Food vendors not complying with Health Department regulations will be subject to dismissal from the event. Contact the St. Mary's County Health Department, Office of Environmental Health, 21580 Peabody Street, Leonardtown, MD., or phone 301-475-4321.
- k) Vendors and Exhibitors **may begin setting up their booth/exhibit at 3:00 PM. Set-up should be completed no later than 4:30 PM.** Streets to the downtown area will be closed to thru traffic from 3:00 – 10:00 PM. Vendors and Exhibitors will be allowed to drive through the coned areas to their assigned area for unloading between 3:00 – 4:30 PM. **Vendors and Exhibitors arriving later than 4:30 PM will not be permitted access through the coned areas for unloading.** After unloading, vendors and exhibitors must move their vehicle(s) from the Town Square area to the public parking lots beside The Hair Company on Washington Street.
- l) All participants shall **stay within their assigned space** while marketing or distributing their items during this event. This includes those who are selling items as well as those providing free information or services.
- m) For the safety of spectators, all vendors and exhibitors shall **remain on site at the event during its duration**, and must agree not to leave or take down their booth or exhibit prior to the conclusion of the event at 9:00 PM. (Weather permitting). At 9:30 PM, vehicles will be allowed back into the Town Square area for loading. *Please exercise caution during take down time, being conscientious of event participants, volunteers and any lingering spectators.*
- n) Event Organizers **reserve the right to approve or deny** any applicant based on product duplication, prior performance, desirability of the product, or if the applicant does not meet the specified theme, criteria, or quality. Space assignments are at the discretion of the event organizers and subject to change if needed for the safety and success of the event. *There will be no guarantee to exclusive rights to sales of specific items or products.*
- o) The Town of Leonardtown makes no guarantee of event attendance or vendor profit.
- p) The Leonardtown Business Association **reserves the right to remove** any booth, display, distribution, or other work or display deemed inappropriate, or not adhering to these guidelines, the day of the event.
- q) **Any changes** to this contract should be filed with the Leonardtown Event Coordinator no less than 2 weeks prior to the event or risk forfeiture of reservation fees.
- r) Mail pages 3 and 4 of the completed Application Agreement, Certificates of Insurance, photos, a check or money order for fees due, and any other attachments to:
Leonardtown Business Association
c/o Brandy Blackstone, Public Relations & Events Coordinator
P.O. Box 1, Leonardtown, MD 20650

If fees do not apply, you may elect to return your application via e-mail to Brandy Blackstone at brandy.blackstone@leonardtownmd.gov or fax it to 301-475-5350. For additional information, contact Brandy Blackstone by email or phone: 301-475-9791, ext. 206



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2019 Christmas on the Square

Friday, November 29, 2019 (Rain Date: Nov. 30 tree lighting only)

Event sponsored by: The Commissioners of Leonardtown, the LVFD, and the Leonardtown Business Association.

FOR OFFICE USE ONLY	Form filed with COL ___/___/___	Space # _____
	E-mailed confirmation ___/___/___	
___ check # _____ enclosed	___ Pictures attached	___ Food Vendor
___ Paid multiple spaces?	___ COI attached	___ Children's Activity
___ LBA? ___ 501c(3)?	___ On Map	___ Animals
___ Paid Electricity?		

2. Contact Information: I am a New Exhibitor/Vendor ___ I am a Returning Exhibitor/Vendor ___

Organization Name: _____ Non-Profit: Yes ___ No ___

Contact Name: _____ Vendor ___ Exhibitor ___

Mailing Address: _____

Phone Number(s): _____ E-Mail Address: _____

3. Describe display, including items for sale, exhibit materials, or informative literature:

How does your product, display or interactive activity incorporate our Christmas theme?

New Vendors/Products – Photo or photocopy of items to be sold included with application? Yes ___

Do you require more than one 10'x12' space: Yes ___ No ___ If Yes, how many? ___

Will your display include a tent? Yes ___ No ___ List Size: _____

Will your display include a van or other large unit? Yes ___ No ___ List Size: _____

Location assignment request or Other Special Requests or Concerns: _____

4. Fees:

Signed Application, Fees and Certificate of Insurance naming the Leonardtown Business Association and the Commissioners of Leonardtown as additional insured are **due no later than November 1, 2019.**

- _____ \$45.00 per space Space Fee (\$45.00 per space x # of spaces _____)
- _____ \$ 0.00 per space Non-profit Organization (exempt from Space Fee)
- _____ \$ 0.00 per space Current LBA Member (exempt from Space Fee)
- _____ \$25.00 per space Requiring electricity (110V only) (\$25.00 per space x # of spaces _____)

Total amount included with this application: \$ _____
Make check payable to: Leonardtown Business Association

5. Exhibitors' and Vendors' Acknowledgement

By signing below, the Exhibitors and Vendors and their representatives and parent organizations agree to the following:

- I/We hereby affirm that the Organizer of the Event and all Participants **will comply** with the Laws of the State of Maryland and the Statutes and Ordinances of St. Mary's County and the Town of Leonardtown.
- I/We will also **adhere to** the Terms and Conditions set forth in this contract.
- I/We **waive any and all claims** against the Commissioners of Leonardtown and the Leonardtown Business Association for any and all physical loss or damage to the property, including the cost to repair or replace the property caused by, arising out of, relating to, or associated with the use of the property by the user or by the user's members, employees, agents, or invitees.

• **OPTION A – ALL food vendors and corporate vendors must provide a Certificate of Insurance**

I/We **have** General Liability Insurance with the limits of \$1,000,000 per incident and Workman's Compensation to cover our staff and **will provide a Certificate of Liability Insurance** for said policy, specifying the Commissioners of Leonardtown and the Leonardtown Business Association as Additional Insured for Christmas on the Square, Friday, November 24, 2017.

• **OPTION B – Crafters, individual vendors, non-profit groups not selling food**

My/Our signatures below **confirm** that the Exhibitor, Vendor and Parent Organization agree to **indemnify and hold harmless** The Commissioners of Leonardtown, the Leonardtown Business Association, and their officials, employees, and agents from and against and all liabilities, judgments, settlements, losses, costs, or charges (including attorneys' fees), incurred by the Commissioners of Leonardtown, the Leonardtown Business Association, or any of their officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss of property, damage caused by, arising out of, related to, or associated with the use of the Property by the User or by the User's members, employees, agents or invitees.

Organization (please print name): _____

Authorized Representative (please print name): _____

Representative Signature: _____ Date: _____

Initial here for Option A

OR Initial here for Option B