



Nov 21st - 22nd

5101 West 95th Street, Overland Park, Kansas

Vendor Application and Agreement

Vendor/Business Name: _____

Contact Name: _____

Address: _____ Email address: _____

Phone Number: (_____) _____ Website: _____

Please supply photo(s) and brief description of merchandise to be sold by Vendor:

Terms of Agreement:

1. **Vendor Fee.** Prior to October 24th, 2014, the NON-REFUNDABLE, tax-deductible vendor fee is \$65.00 payable to Trailwood PTA. Late registration between Oct 25th - Nov 4th the vendor fee is \$75.00. There is a \$25.00 service charge on returned checks from Vendor to the Trailwood PTA. Please mail Vendor Agreement and payment to:

Trailwood Elementary
Attn: Alexis Burdick – Holiday Boutique
5101 West 95th Street
Overland Park, Kansas 66207

_____(initials) Vendor wants to add business website address and logo to the TW Holiday Boutique website. There is no additional fee for this, it is included in the booth price.

2. **Raffle Donation.** Vendor shall donate one item of Vendor's choice to be raffled at the event (\$20 minimum).

Item to be raffled (if known at time of applying): _____

3. **Set-Up and Parking.** Vendor set up begins at 1:00pm on the 1st day of the Boutique. Show is from 2:00–6:30pm Friday and 9am-2pm Saturday. Tear down will be from 2-3pm. One table and two chairs will be provided to each vendor. No vehicles may be parked in front of any doors except for loading or unloading during set-up and tear down, and in no event during the Boutique's show hours. Please do not park in front of the building during show hours.

4. **Booth Location.** Please use the map (on page 2) to indicate your top four booth location choices. Booth assignments will be made on a first-come, first-served basis. No booth assignments will be changed after assignments are published. All booth assignments are made at the chairperson(s) discretion.

CHOICE #1 _____ CHOICE #2 _____

CHOICE #3 _____ CHOICE #4 _____

5. **Booth Sharing/Sub-Leasing of Booth.** Upon approval by the Trailwood PTA, two vendors (each owning their own business) may share a booth. The two vendors must pay an additional fee of \$20.00. Assigned booths may be used only by registered vendors. Vendors may not sublease, sell or give Vendor's booth space to another exhibitor or business.

6. **Vendor Responsibilities.** Vendor is responsible for:

- a. Complying with the Boutique's policies, rules and guidelines, and terms and conditions as stated herein.
- b. Collecting and submitting all applicable retail sales tax.

- c. Complying with all applicable laws and regulations, including applicable fire regulations.
- d. Indemnifying and holding the Trailwood PTA harmless with respect to any and all liability for any sales tax obligations, license fees or Vendor's failure to comply with any other law or regulation.
- e. Obtaining at its expense any necessary liability and property insurance and shall assume all risks with respect to Vendor's merchandise and belongings, including fire, theft, and any other type of damage. The Shawnee Mission School District, the Trailwood PTA, and their officers, agents, or employees, shall not be liable to Vendor for any injury or property damage of any kind arising out of the operation of the Boutique.

7. Other Provisions. The Trailwood PTA reserves the right to enforce and/or interpret this agreement and make final judgment without exception. The Trailwood PTA reserves the rights to restrict, modify, or expel without refund any exhibit that it deems undesirable or not in compliance.

This AGREEMENT contains the entire agreement and may only be finalized when signed by both parties, and may only be modified in writing and signed by both parties.

I have read and agree to the above terms.

Vendor

Date: _____

Vendor's application is hereby accepted by the Trailwood PTA

Title

Date: _____

Vendor Fee:	\$65.00
Website Promo:	FREE
Late Fee:	<u>\$10.00</u>
TOTAL:	\$ _____