



Palatine Park Vendor Agreement

Marion County Commission/Marion County Parks and Recreation
1000 Cole Street Pleasant Valley WV 26554
304-363-7037 email: info@mcparc.com



Single Events: (except July 4th & special events identified on back of page)	\$50
July 4th:	\$100
Season: June– September (except special events identified on back of page)	\$250
Date or dates requested: _____	

Business or Organization

Position/Title:

Street Address:

City:

State:

Zip:

Phone:

Email:

Contact:

List merchandize items intended for sale: (All items are subject to MCC/MCPARC approval)

I have read and understand this agreement

Signature: _____ Date: _____

Print Name: _____

Make checks payable to Marion County Commission

May 28– Oct 10	Farmers Market	Tues & Thurs 4 pm-6 pm Contact Fairmont Farmers Market
June 1-2	Bass Tournament	7 am-5 pm Contact WV Bass Nation
June 8	Lucky Duck Famfest and Movie “Bumblebee”	10 am 10 pm Contact Connecting link
June 15	Songs for Paws-Marion County Humane Society	10 am—5 pm Contact MCHS
	Fiesta Latino Sabor Latino Concert	6 pm- 10 pm
June 22	Coal Heritage Festival	10 am–10 pm
June 29	Bass Tournament	7 am-5 pm Contact WV Bass Nation
July 4	Wrestling, concert, fireworks	Noon–11 pm
July 5	July First Friday	6 pm-10 pm Contact Fairmont Main Street
July 6	Father of Rock and Roll Tribute	4 pm- 11 pm
July 13	DAV Benefit concert and bike show	4 pm- 10 pm
July 20	Shakespeare play and a movie “First Man”	4 pm- 10 pm
July 27	WWW Benefit Fest 2019	12 pm-4 pm Contact Wild and Wonderful Wellness Inc
	Gregg Allman Tribute concert	4 pm- 10 pm
August 3	Kiwanis Kruz In/Mark Tucker concert	4 pm- 10 pm
Aug 8	Fuzzy Knight Film Festival	6 pm-10pm
August 10	Swing concert	4 pm- 10 pm
Aug 11	Art for Kids Day	1 pm-5 pm
August 17	Karaoke and movie “Dumbo”	4 pm- 10 pm
Aug 18	Tomato Festival	Noon
August 24	Blues Rendezvous concert	4 pm- 10 pm
August 31	Fairmont Unity Fest	Noon- 10 pm
Sept 7	Karaoke and movie	4 pm- 10 pm
Sept 14	7th Annual Home Brewers Against Hunger	12 pm Contact:Fairmont Home Brewers

LICENSE, PERMITS, TAXES, FEES:

The Vendor shall obtain, at his own cost, any license or permits as may be required by law, and shall pay all taxes, fees and charges prescribed by Federal, State, and local laws, ordinances, and regulations in connection with Vendor's use of the premises.

COPYRIGHT INFRINGEMENT ACTIONS:

Should Vendor present or allow the presentation of any composition, work, or material covered by copyright, or furnish any product covered by registered trademark, the Vendor agrees to defend, indemnify and save harmless MCC/MCPARC, their agents or employees, for any loss, damage, or expense arising from any claim, allegation or suit for infringement of such copyright or registered trademark.

INSPECTION AND ENTRY:

MCC/MCPARC reserves the right to inspect the premises and Vendor's operation during the term of this agreement and for that purpose its duly authorized representatives may enter upon said premises and Vendor's operation at any time and on any occasion without restriction.

NO ASSIGNMENT:

Vendor shall not assign the whole or any part of this Agreement nor the premises without the prior written consent of MCC/MCPARC.

TURF DAMAGE:

Vendors will be held financially responsible for any damage done to turf in any MCCC/MCPARC venue. Turf damage fees are due within 10 days of vendor notification.

When the turf to be replaced is 100 square feet or less, there will be a flat assessment of \$55.00 per location. When the turf to be replaced exceeds 100 square feet, the assessment per location will be \$55.00 plus \$.60 per square foot.

CAUSES FOR AGREEMENT TERMINATION:

It is expressly understood and agreed that, without prejudice to any rights and remedies that may be available to MCC/MCPARC, in the event of any breach or failure to perform by Vendor one or more of the terms and conditions of this Agreement, MCC/MCPARC may terminate this agreement by so notifying the Vendor and may refuse to allow the Vendor to take possession of the premises or if Vendor is already in such possession, may stop all activities of Vendor on premises and oust Vendor from the premises. MCC/MCPARC, its agents, or employees shall in no way be responsible for the Vendor for carrying out the actions authorized by this paragraph. The waiver by MCCC/MCPARC of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.

MCCC/MCPARC reserves the right to evict any objectionable person or persons from any portion of the facility, and upon the exercise of this option or authority by MCC/MCPARC, its agents or police officers, the Vendor hereby waives any right or claim for damages against MCCC/MCPARC or any of its agents or employees.

Should the premises be made impractical for use by any cause, MCC/MCPARC may, at its discretion, terminate and void this agreement, and the Vendor expressly waives any and all claims for damage or loss of profit or other compensation should this agreement be so terminated.

HAZARDOUS MATERIALS AND SITUATIONS:

Vendor agrees not to bring onto the premises of MCC/MCPARC any material, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to or death of, any person on such premises, or which is likely to constitute a hazard to property thereon, without prior written approval of MCC/MCPARC. MCC/MCPARC shall have the right, in its sole discretion, to refuse to allow any such material, substances, equipment, or object to be brought onto its premises and the further right to require immediate removal therefrom if found thereon.

PROHIBITED PRACTICES:

No driving on grass at any time

No fires except in approved grills or containers at approved locations

No disposal of water, ice, grease or any liquid on grass at any time - absolutely no liquids to be poured into park drains or on pavement

All grease and liquids (including melted ice) must be disposed of in proper on-site waste containers

All ash, charcoal must be removed from site by vendor in covered containers

All signs, tape, string, decorations, etc., must be removed before leaving site

No digging holes at any time

No strapping to permanent park fixtures, i.e., benches, trash barrels, light poles and similar items.

MCC/MCPARC NOT LIABLE FOR LOSS OR DAMAGE:

MCC/MCPARC shall not be liable for any loss or damage to machinery, equipment, merchandise, paraphernalia, costumes, clothing, booths, stands, exhibit materials, or any other property of the Vendor, or Vendor's agents, employees, patrons, or guests, caused by theft, riots, strikes, civil commotion, fire, acts of God, or any other cause of whatever kind of nature. MCC/MCPARC shall not be responsible for charges or expenses on any materials, merchandise, properties, printed or advertising matter or otherwise, delivered for the Vendor. MCC/MCPARC will not receive materials on behalf of a Vendor.

VENDOR'S RESPONSIBILITIES FOR STRUCTURES/DAMAGES/OPERATIONS AREA:

Vendor specifically agrees not to move onto or construct, raise or otherwise erect on the premises any tents, booths, buildings, or structures of any kind without the prior consent of the County, and the Vendor shall be responsible for any damage to the premise and to MCC/MCPARC property caused by such acts of the Vendor or Vendor's agents, employees, patrons, or guests, whether accidental or otherwise. Vendor further agrees that all properties and decorations brought onto premises will be removed immediately following the activity.

Vendor shall be responsible for policing and maintaining a neat and orderly appearance in and adjacent to this concession area.

To this end, Vendor will provide trash bins as receptacles for its own use and for the use of its patrons, within its premises.

APPROVAL OF ADVERTISING AND DECORATIONS:

Vendor agrees to have all of its advertising and booth decorations approved by the event organizer and/or MCC/MCPARC prior to its release and/or display. Vendor shall not promote, display, or distribute promotional material or signage for any corporate identity, company, or product other than specified.