

## RETAIL VENDOR AGREEMENT

This agreement is by and between a **Retail Vendor** and the **Negro Leagues Baseball Museum**.

EVENT NAME: HEART OF AMERICA HOT DOG FESTIVAL

Vendor/Applicant Name \_\_\_\_\_

Business Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip Code \_\_\_\_\_ Phone (Day) \_\_\_\_\_

Phone (Evening) \_\_\_\_\_

E-mail Address \_\_\_\_\_

Retail Vendor will:

- Pay a fee of **\$300.00** for the right to be one of the exclusive retail vendors at the festival.
- Payment is due upon signing of this agreement, which must be completed by **FRIDAY, AUGUST 1, 2025**. Make checks payable to the NLBM. All fees are non-refundable.
- Provide a quality product that is staffed by clean, professional and courteous personnel.
- Responsible for keeping the area attractive before, during and after the festival.
- For the safety of patrons and staff moving through the festival, your area should be in place by **1:00 PM** and cannot be removed from the festival grounds until 10:30 PM. Set up begins at **NOON**. At 10:30 PM, all sales are to cease. Breakdown and removal of retail items, etc. must be completed immediately after festival.
- Comply with all **health** and **fire permits**, where applicable, at their own expense.
- Vendors must bring their driver's license as proof of identification.
- Agree to indemnify fully and hold harmless the Negro Leagues Baseball Museum, employees and agents against all damage claims, liabilities and causes of action of every kind and nature.
- Responsible for collecting all your sales, making cash change, and reporting all applicable sales tax.
- Vendor and their employees shall use every measure to protect festival site from all damages. Vendor shall be responsible for damage caused by him or her to buildings and grounds.

- Vendor will properly arrange all trash in the immediate area during set up and breakdown
- Failure to meet requirements may lead to removal from the event and no refunds will be provided.
- This is a Rain or Shine event. No rain/weather refunds will be granted. • Agreement with payment must be received the designated date above.
- Please make all requests for power needs at the time the contract is submitted. The festival will do its best to assist with power but cannot guarantee access to generators. Vendors must provide their own electrical cords and must ensure that these chords are no shorter than 100 foot in total length (1 – 100' chord or 2 – 50' chords), adequately rated (12 gauge for 20-amp outlet/10 gauge for 30-amp outlet) and UL approved for outdoor use. Frayed, spliced or damaged cords will not be allowed. Vendors are responsible for either taping or matting electrical cords. All such matting and/or taping is subject to inspection and approval by KCMO Fire Department who may require changes as necessary to meet safety standards.
- Vendors must limit themselves to one vehicle within the event site, unload the equipment/ product and remove the vehicle prior to set-up.
- Vendors may not sell items bearing the event name or likeness.
- Professional behavior and dress is required.
- Vendors are PROHIBITED FROM SMOKING WITHIN THE EVENT SITE.
- Vendors are prohibited from having animals within the confines of the event, except for legitimate service animals as authorized by State Statute and ADA standards.

THE VENDOR CERTIFIES THAT THE INFORMATION ON THE VENDOR CONTRACT IS A CORRECT. THE VENDOR UNDERSTANDS THAT FAILURE TO FOLLOW VENDOR PERMIT TERMS AS DESCRIBED AND STIPULATED HEREIN WILL RESULT IN INELIGIBILITY FOR THIS AND FUTURE EVENTS. THE VENDOR FURTHER AGREES TO ABIDE BY ALL TERMS OF THE VENDOR PERMIT FOR THIS EVENT AND TO HOLD HARMLESS AND INDEMNIFY THE NEGRO LEAGUES BASEBALL MUSEUM AGAINST ANY CLAIMS ARISING BY VIRTUE OF THEIR OCCUPANCY OF VENDOR SPACE AND PARTICIPATION IN THIS EVENT.

\_\_\_\_\_  
Vendor Signature Date Signed

\_\_\_\_\_  
Printed Vendor Name

\_\_\_\_\_  
Vendor Business Name (please print)

Please indicate your payment type and complete the necessary fields:

A. Check # \_\_\_\_\_ B. Money Order or Cashier's Check # \_\_\_\_\_

C. Credit Card (Indicate one): ☐ Visa ☐ MasterCard ☐ Discover ☐ American Express

Credit Card# \_\_\_\_\_ EXP DATE: \_\_\_\_/\_\_\_\_ CVC Code: \_\_\_\_\_

Billing Address (Including City, State, Zip): \_\_\_\_\_

Printed Name on Credit Card: \_\_\_\_\_ Billing Phone #: \_\_\_\_\_

I agree to these terms and authorize this charge to my credit card listed above. I understand that a receipt will be mailed to the address listed above upon approval of charge. Card Holder

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

GENERAL RELEASE:

The undersigned, individually and/or on behalf of the Company/Organization does hereby discharge, release, indemnify and hold harmless The Negro Leagues Baseball Museum, its employees, agents and officers, and all other sponsoring organizations from any and all manner of actions, suit, damages or claims whatsoever arising from any loss or damage to the person or property of the undersigned and the undersigned's employees, volunteers, representatives or agents while in possession of Vendor space or participating in the Heart Of America Hot Dog Festival. I understand that my vendor fee shall not be refunded if all or part of the event is cancelled, including but not limited to inclement weather or acts of nature.

I HAVE READ ALL THE RULES PERTAINING TO THIS CONTRACT AND AGREE TO ABIDE BY THEM.

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

PLEASE CONTACT CATHIE MOSS AT THE NLBM AND RETURN COMPLETED CONTRACTS AND PAYMENTS TO OUR OFFICE:

NEGRO LEAGUES BASEBALL MUSEUM

1616 EAST 18<sup>TH</sup> STREET

KANSAS CITY, MO 64108

816-221-1920

[cmoss@nlbm.com](mailto:cmoss@nlbm.com)