



20th annual
M.O.T. Big Ball Marathon

Date & Location of Event

Friday, September 1st - Saturday, September 2nd, 2017 • 6PM - 6 PM • Silver Lake Park, 200 E Cochran St, Middletown, DE 19709

Please complete the following information:

Contact Name:

Name of Organization/Business:

Street Address:

City, State, ZIP:

Day Phone:

Cell Phone:

E-Mail Address (Required):

Type of Organization or Business:

Vendor Hours:

- Vendor set up begins at Noon on Friday, September 1st
- Set up must be completed by 5:00PM on Friday.
- This event is rain or shine. There are no refunds, if accepted.
- Food booths may be kept open for 24 hrs and must be staffed a minimum of the following hours:
- Friday 6pm -10pm and Saturday 10am-5pm:
- Food vendors selling multiple items require a \$300 nonrefundable payment.
- Food vendors selling one item require a \$150 nonrefundable payment.

Describe in detail all food items to be sold. Be specific to avoid duplication,

Special Notes for ALL Vendors:

- Vendors must be self contained. No soliciting outside of booth.
- Vendors must have and display all applicable permits, licenses and Insurance, including any permits issued by the Board of Health.
- Vendors shall remove their own trash, including but not limited to used cooking grease, boxes, charcoal, pallets, cinder blocks, etc. The dumping of grease is **not permitted**.
- Vendors shall not mar or otherwise damage property in any way.
- Food vendor participant certifies that it maintains adequate liability insurance to cover any and all occurrences which may result in the damage or injury to any person who may be a patron within the confines of the Vendor participant's booth space. Insurance must be provided.
- This is a rain or shine event.
- Vendor fees are nonrefundable for any reason.
- Vendor Booth Location: Assignment is at the sole discretion of the Big Ball Marathon.
- Only vendors who apply for food or beverage sales may sell or otherwise distribute food, food products, or beverages during the Marathon. In addition, you must specify what will be sold in order for your application to be approved and prevent overlap. Please be advised that there are a limited number of approved applications.
- All vendors – No loud generators permitted. We reserve the right to evict for noncompliance
- All approved vendors will receive a Big Ball Marathon confirmation e-mail. If you have not received this email then your application has not been approved.
- Application for space - Conditions: Reservations are granted upon receipt of signed contract and payment. Big Ball reserves the right to reject any Vendor application at its sole discretion. It is the policy of Big Ball to limit the use of vendor booths to vendors whose products or services are will enhance the Marathon.
- Vendor Rules: In the event that unforeseen events make it necessary, Big Ball Management will have the right to amend these rules and regulations or make additions thereto, and all such amendments or additions shall be made known promptly to each vendor.
- General: This Contract sets forth the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior and contemporaneous understandings regarding such subject matter. This Contract shall be interpreted in accordance with the laws of the state of Delaware, excluding its conflicts of law principles. Except as indicated above, any modification

of this Contract must be in a writing signed by both parties which references this Contract. All waivers must be in writing. Any waiver or failure to enforce any provision of this Contract on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Contract is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

- **Liability and Indemnity:** Neither Big Ball Management, the Town of Middletown, Silver Lake Park, Appoquinimink School District, nor any of their respective officers or employees or volunteers of the above will be responsible for the safety of property of Vendor due to theft, strikes, damage by fire, water, storm or vandalism or other causes. Vendor acknowledges that it places all of its personal property in the park at its own risk. All property of the Vendor is understood to remain in the Vendor's custody and control in transit to or from or within the confines of the exhibit hall and subject to the rules and regulations for the Marathon. Vendors shall obtain and maintain insurance to cover vendor materials against damage and loss and public liability insurance against injury to persons and property of others. By executing this Contract, Vendor warrants that there is in effect said insurance policy covering the Vendor, with coverage remaining current through Vendor's participation in the Marathon. Vendor must comply with all federal, state, local and park facilities' safety regulations. Corrections for violations of such regulations will be made at Vendors expense. If such corrections cannot be made, the booth shall be removed at Vendor's cost, with no liability accruing to the Big Ball Marathon. Vendor shall indemnify, defend, and hold harmless Big Ball Marathon, its officers, employees, and agents from and against any and all claims, losses, damages, costs, and other liabilities (including reasonable attorney's fees) that are caused by, arise from, or grow out of (a) the negligent acts or omissions of the Vendor, its agents, officers, employees, representatives, servants, invitees, patrons, or guests, (b) the use of the Vendor booth by or on behalf of Vendor, or (c) any breach of the terms of this Contract. The Vendor shall comply with all local laws, ordinances and regulations pertaining to business licenses, health, fire prevention and public safety affecting its participation in the Marathon.

Vendor Signature _____ Date _____

Big Ball Management _____ Date _____

Fee _____

Mail completed application with payment to:
M.O.T. Big Ball Marathon
Box 329, Middletown, DE 19709