2024 Oskaloosa Old Settlers' Reunion On the square in Oskaloosa, Kansas

Thursday, June 20 - Saturday, June 22

These terms apply and are agreed upon by the vendor and Old Settlers Committee:

- Vendors may open and close anytime during the OOSR.
- Vendors can setup no earlier than 6 am Thursday, June 20, 2023.
- All activities of the OOSR and its representatives/customers/vendors shall be **family friendly** and put **citizen safety first**.
- Vendor privileges shall be on a first come, first served basis, and may be revoked by the committee based upon any infringement of our safety and family friendly products and behavior policy.
- No weapons/knives, alcoholic beverages, or controlled substances shall be sold or carried on the premises.
- For \$35 for <u>all 3 days</u>, vendors receive a 10' X 10' on the courthouse lawn. Additional space is \$5 per sq ft. You may use a generator at a safe distance from patrons. Noise must be limited.
- Electricity is available for \$65 all 3 days.

The OOSR committee agrees to: provide a space for each vendor on the courthouse lawn and public port-apotties and trash cans and activities of a family friendly nature attracting the public.

*Vendors <u>MUST</u> cooperate and treat one another in a professional, respectful and considerate manner. <u>Be Aware:</u> Vendors who are unable to resolve conflicts with each other will be asked to leave immediately.

Please write legibly

☐ FREE – Community Information Booth (no food, sales or fundraising) ☐ \$35 – Vendor ☐ \$65 – Vendorw/elec.				
Address: City, State, Zip				

Tax Information

Per the Kansas Department of Revenue:

"All federal, state and local laws governing retail sales tax must be followed. I understand the rules and regulations of the event and will comply. I realize that failure to comply may result in expulsion from the event."

- The event sales tax packet can be used in lieu of individual registration if vendor participates in 4 of fewer events in a calendar year.
- The event sales tax account packet is a privilege and can only be used if the tax is remitted within 25 days of the end of the event.

Current Sales Tax Jurisdiction code/tax rate:

https://www.ksrevenue.org/atrl.html

Bracket Cards for the tax rate:

https://www.ksrevenue.org/bracketcards.html

My signature below states that I read, understand will comply with this agreement, including all tax reporting requirements as outlined by the Kansas Department of Revenue and the below accident waiver/release of liability.

ACCIDENT WAIVER AND RELEASE OF LIABILITY

I, HEREAFTER CALLED THE "VENDOR", HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THE Old Settler's festival, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that there are no reasons or problems which preclude my participation or my representative's participation in this event.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the Old Settler's Festival in which I shall participate, and that it will govern my actions and responsibilities at said event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

Α) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons
	released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to
	and from this event, THE FOLLOWING ENTITIES OR PERSONS: The Old Settlers Committee, the City of Oskaloosa, and/or any and all of their directors, officers,
	employees, volunteers, representatives, and agents, the event holders, event sponsors, event volunteers;
	(B) LINDEMNIFY, HOLD HARMLESS. AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this event, whether caused by the negligence of release or otherwise. I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

print name	signature	date