



*November 5, 2011 • Downtown Harrison, AR*

This agreement made and entered between Cookin on the Creek, a division of the Harrison Regional Chamber of Commerce and

---

An independent contractor (Operator) whose mailing address and telephone number are:

---

The purpose of this agreement is to set forth the terms and conditions whereby the Operator is authorized by Cookin on the Creek to operate a Business Booth for the purpose of promoting and/or selling represented products under the following terms and conditions.

**TERMS AND CONDITIONS:**

1. **HOURS** – The booths will be open for business  
Saturday, November 5                      10:00 am – 3:00 pm
2. **REPRESENTED PRODUCTS** – Only the product (s) specified below will be allowed to be represented and/or sold at your booth during the festival. No changes may be made without prior consent of Merchandise Chairman or Event Director.
3. **TERMINATION RIGHTS** – Cookin on the Creek reserves the right to terminate the operation of the Operator at any time during the festival for any of the following reasons:
  - A. A professional manner is not maintained by the Operator and its employees.
  - B. Operator or its employees behave in a manner that could be construed as racist.
  - C. Operator or its employees commit any act detrimental to the purpose of the event.
  - D. Operator or its employees violate any provision of the Health Department.
  - E. Operator or its employees fail to cooperate with event management staff.
  - F. If Operator or its employees breach any of the agreements listed herein.
4. **COST** – In exchange for the right to promote and/or sell stated product (s) during the Cookin on the Creek event the Operator agrees to pay Harrison Regional Chamber of Commerce;
  - A. **\$50.00 for 10 x 10 booth space for Saturday only** in the event area. Vendor provides tents, tables, chairs, etc..
  - B. **Non-Profit vendor spaces are free.**
  - C. **\$75.00 for Attraction Vendors**
5. **PREMISES** – Operator warrants that the premises shall be left in original condition as upon arrival; this includes picking up trash at and around Operator's premises.
6. **SET-UP AND DEPARTURE** – Operator shall set up its Business Booth in accordance with the rules set by the event director.  
Set up may begin at 7:00 am Saturday, November 5, 2011  
Due to event layout and space requirements, vendor's vehicles cannot be parked along side vendor's booth. Vendors will be allowed to drop off merchandise and park in the designated area.  
Breakdown for Arts & Craft booths may begin anytime after 3:00 pm November 5

8. **INDEMNIFICATION** – Attraction Operator agrees to obtain commercial general liability insurance, including products, in an amount no less than \$1,000,000 for bodily injury and property damage from a company acceptable to the organizers. Vendor agrees to obtain liability insurance to protect Operator during the event and to provide Cookin on the Creek a certificate of insurance. Operator agrees to indemnify Cookin on the Creek and any activity of the Operator during the event.
9. **TAXES** – Operator shall be responsible for the collection and payment of any tax upon the gross receipts as required by Arkansas Law.  
**ARKANSAS SALES TAX** – Operator must pay all sales tax to the state of Arkansas in compliance with state and local sales tax laws.
10. **TERMS** – Booth fee is due with application. Registration deadline is October 21 **the Operator will not be allowed to set up unless vendor is paid in full**. Upon signing this contract, Operator agrees to abide by the Terms and Conditions set forth herein.

**BOOTH RULES:** Booth assignments are made by Cookin on the Creek staff based on operational and space requirements of the event. Therefore, Cookin on the Creek reserves the right to refuse any application. Vendors must be checked in and materials placed in the assigned booth space during the designated set up time. Failure to set up during designated times, removal of vehicles from event grounds, or changing booth locations will be cause for removal of vendor. All merchandise should be clearly marked. Booth fee is for space. Event does not provide table, chairs, or tents. Booth spaces are for individual vendors and may not be shared. All vendors are individually responsible for the collection and payment of state and local sales taxes (8%).

**Cookin on the Creek reserves the right to remove any vendor not abiding to program rules or failure to follow the instructions of official representatives of Cookin on the Creek.**

Exhibitor Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Describe Products Sold:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
 Operator Signature

\_\_\_\_\_  
 Cookin on the Creek Representative Signature

Please return this signed contract, along with your check (**made payable to Harrison Regional Chamber of Commerce**)

Harrison Regional Chamber of Commerce  
 Attn: Cookin on the Creek  
 621 East Rush Avenue  
 Harrison, AR 72601

For more information please contact AnnaMarie Sullivan, Events Coordinator 870-741-2659.