

Rules for Mobile /Roving Vendors Mardi Gras 2018

1. A mobile vendor is defined as any person or persons with or without a cart offering for sale from a non-fixed location any food, beverage or novelty. Novelties are all non-food and beverage items. Food and beverage roving vendors are limited to such items as peanuts, cotton candy, popcorn, pretzels, snow cones and the like as determined on an individual basis by Mardi Gras, Inc. Mobile food and beverage items will be limited to those pre-approved by the management and staff of Mardi Gras, Inc. (MGI)

2. MGI will furnish one (1) roving vendor identification card with each roving vendor permit issued. Only persons wearing the identification cards may be involved in the direct sales of novelties, food or beverages. Additional roving vendor identification cards (maximum of 2) per cart will be issued after showing the second additional city festival I.D. card. Both peddlers must be in close proximity to each other at all times (no more than 15 feet.)

3. **Roving vendors are just that –ROVING and will not set up or stay at one location.** Special conditions must be approved by MGI. Sales will not be conducted within 100ft feet of the entrance to any premises or any stationary bead vendor selling like items.

4. Pre-approval of novelties may be required. Items found to be unsafe or offensive will be removed at the request of authorized staff members of MGI. If you have questions about any item the staff at MGI will gladly review your proposed sales items for safety and appropriateness.

5. Vending is permitted Sunday, February 4th, 2018 from 9:00 a.m. – 5:00 p.m. along parade route and within festival zone.

Vending is permitted on Saturday, February 10th, 2017 from 9:00 a.m. – 8:00 p.m. within the Red Zone and from 9:00 a.m. - 4:00 p.m. along the parade route.

***No roving vendors will be permitted on the streets on any days other than those specified above. Failure to follow selling rules and regulations will result in a loss of deposit and vending permit for the remainder of the festival.**

6. **WARNING NOTICE:** Anyone found vending and not wearing a vendor's identification card or not having an MGI street vendors roving peddler's permit is subject to a city citation under the city festival ordinance. Violation of these rules will result in license revocation and removal from the festival area. Determination of any violation will be made by the City of St. Louis License Collectors Office and/or Mardi Gras Inc.

*****Roving Vendors HAVE TO KEEP MOVING any vendor warned more than ONE time to keep moving will have their permit revoked and be escorted out of the festival area!!**

Vendor Rules, Requirements, and Information

Mardi Gras 2018

Mardi Gras, Inc. (MGI) is a non-profit organization created in a collaborative effort between the Soulard Neighborhood Improvement Association, Soulard Restoration Group and Soulard Business Association to coordinate, organize, plan, administrate and raise money for Mardi Gras in Soulard. MGI will involve the local, state, and federal governments in organizing and planning the pre-Lenten events. Those events that include vending opportunities are as follows:

Sunday, February 4th

Beggin' Pet Parade
Wiener Dog Derby

Saturday, February 10th

Grand Parade

THE RULES

1. First, vendors must complete an application listing all products that they wish to sell. All fees must accompany the applications. Only items approved at the time of permit issuance can be sold. MGI reserves the right to accept or reject all applications. In addition MGI reserves the right to reject any product(s) the vendor may wish to sell. Any application not approved will be returned with all fees. Checks for application fees must be made out to Mardi Gras, Inc. In addition there will be a \$25.00 fee for all checks returned because of Non-sufficient funds.
2. Once applications and fees are accepted by Mardi Gras, Inc. **no refunds** will be issued. Submitting a signed application indicates vendor acceptance of these rules in their entirety.
3. After approval, you must apply for all licenses and permits with the City of St. Louis. Each vendor is responsible for obtaining needed permits. Those permits may include (where applicable): city festival license (**one for each person associated with a cart**), health department license, and/or propane permit from the Fire Department. Permits will be awarded only to vendors who have been approved by MGI and have documentation to that fact. Vendors are required to provide photo-copies of all necessary licenses, permits, state sales tax certificate, and liability insurance before a Soulard Mardi Gras vendors credential will be issued.
4. A certificate of liability insurance is required naming the following as “additional insured” for the time of the events: Mardi Gras, Inc., its Board of Directors, agents and assigns, and the City of St. Louis, Missouri. Insurance must be in the amount of \$1,000,000 deemed acceptable to MGI in accordance with vendor’s activity. Standard liability and worker compensation (where applicable) are acceptable. Vendors for whom certificates of insurance are not received will not be issued credentials, and will not receive a deposit fee refund.
5. MGI may choose to limit the number of cart permits based on safety, traffic, logistic, and neighborhood concerns. All decisions are at the discretion of MGI and its officers and all decisions by MGI are final.
6. The laws of the State of Missouri and the City of St. Louis will apply to all vendors. Failure to comply with these laws will cause your booth to be closed with no return of fees or deposit.
7. Mardi Gras, Inc. presents this event for the general public and reserves all rights as the sole producer of the event.

8. Mardi Gras, Inc. has exclusive sponsorship agreements that provide for the exclusive sales of specific product lines by vendors choosing to sell in that category. All vendors are required to adhere to the exclusivity agreements. All sponsorship agreements will be announced in January of 2018. Failure to adhere will cause immediate closure, removal of booth/cart and forfeiture of deposit.
9. Vendors will not display or offer for sale any item that is imprinted or affixed with “Soulard Mardi Gras” or “St. Louis Mardi Gras” or the MGI logo or reproductions of all or part of the official poster and T-shirt without prior written approval of MGI.
10. Attendance at Mardi Gras is weather related. MGI, its Board of Directors or authorized representatives make no guarantees, representations, or compensation regarding attendance.
11. Applicant agrees to not hold MGI, its Board of Directors or its authorized representatives liable regarding weather, acts of God, acts of terrorism, governmental intervention, or any other incident that may prevent and/or interrupt the events causing a loss of business.
12. Vendors are responsible for trash pick-up and removal from their assigned location and the 10 feet surrounding the area. Residential dumpsters are not available for commercial use. Use of residential dumpsters will cause the vendor to forfeit the deposit amount. Remember, you are a guest in the neighborhood.
13. Bottles, cans, coolers and backpacks will not be allowed in the event area. Vendors must pour all drinks into disposable cups.
14. **Parking and access to the event area will be tightly restricted.** Vendors will be issued restricted access passes for vehicles unloading booth supplies. Vendors are allowed to hand cart additional supplies throughout the day. **Only vehicles displaying the proper access pass will be allowed in the event area and only at approved times.** On Grand Parade Day (February 10th, 2018) all vehicles must be off the premises by 8:00 A. M. and will not allowed back on the premises until after 10:00 P.M. on February 10th, 2018. Please note that re-entry will be subject to approval for the safety of any persons remaining within the event area. Access times for other scheduled events will be announced in January 2018. If any vehicles are found parked on the street during the event the owner will be subject to towing, fine and forfeiture of deposit for the booth he/she is operating.
15. All booths will be set up and ready for operation from 9:00 A. M. to 8:00 P. M. on February 10th, 2018. Any vendor caught selling beyond these times will have their permit pulled and will forfeit their deposit. Times of operation for other events will follow upon acceptance.

BY COMPLETING THE ATTACHED APPLICATION, ALL VENDORS ATTEST TO READING THE RULES AND REGULATIONS AND AGREE TO ABIDE BY WHAT IS WRITTEN IN COOPERATION WITH MARDI GRAS INC. 2018.

**MARDI GRAS INC. – 2018
ROVING VENDORS APPLICATION**

If you need additional applications, please photocopy or download additional applications. Payment in full and a clean-up deposit **must** accompany this application for consideration.

No vendor will be eligible to sell alcoholic beverages or obtain a liquor license.

Business Name _____

Contact Person _____

Business Address _____

City _____ State _____ Zip _____

Daytime Phone (____) _____ Evening Phone (____) _____

Cell Phone (____) _____ E-Mail Address _____

Products You Wish To Sell

Please list the products you wish to sell below.

Please Note: We reserve the right to make the final decision regarding which products will be sold.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

BOOTH RENT and LOCATION

Cart Fee: Cart fee consists of \$400 per cart per vending day.

Refundable Deposit: \$150.00 per cart permit. This amount will be refunded after the conclusion of Mardi Gras if you comply with the laws of the State of Missouri and the City of St. Louis, comply with all sponsorship agreements, follow all red zone vehicle guidelines, and obey the hours of operation. A violation of any one of these rules will result in a full loss of deposit.

DATES OF OPERATION PREFERRED

Subject to availability

DOG PARADE (Sunday, February 4th)

Cart fee of \$400 plus \$150 refundable deposit \$550 x number of carts \$_____

TOTAL FOR DOG DAY \$_____

GRAND PARADE (Saturday, February 10th)

Cart fee of \$400 plus \$150 refundable deposit \$550 x number of carts \$_____

TOTAL FOR GRAND PARADE DAY \$_____

TOTAL ENCLOSED \$_____

Mardi Gras Inc. will not provide electricity or lights.

This application is only a request to be considered as a concessionaire at Mardi Gras Inc. and it does not guarantee space. All questions must be answered legibly and completely before consideration can be made. Upon acceptance vendors will receive notification and permit requirements.

I have read and understand the above information included with this application, and I have answered the above questions, truthfully, and to the best of my ability.

Signature

Date

HOLD HARMLESS AGREEMENT

In consideration of all the work done by the concessionaire, he/she hereby indemnifies and holds harmless the City of St. Louis, Mardi Gras, Inc., its Board members, their officers, agents, and their employees from any personal injury, costs, and expenses, occurring to anyone in, or about the area of said concession. That the concessionaire is acting as an independent contractor not under the continuing supervision and control of Mardi Gras, Inc. or the City of St. Louis. And agrees that Mardi Gras, Inc. and the City of St. Louis shall not, under any circumstances, be liable under or by any reason of the Agreement, directly or indirectly, for any accident, injury, breakage or damage to property or persons whatsoever growing out of any activities relating to the Souldard Mardi Gras, Inc. activities. Concessionaire agrees to abide by all Federal, State, County, and Municipal laws, ordinances, regulations, guidelines and rules. Concessionaire agrees to be responsible for all employees, agents and contractors of concessionaire. Any concessionaire or employee, agent or contractor of concessionaire who violates any such law, ordinance, regulation, guideline or rule in connection with the operation of the concession, shall forfeit the concession and be disqualified from participating in Souldard Mardi Gras, Inc. in the future. In this event, concessionaire shall cease all business activities and vacate the premises immediately forfeiting all fees.

This Agreement made and entered into this _____ day of _____ 20_____.

Signature of Vendor _____

Signature of Mardi Gras, Inc. Representative _____

All Fees Must Be Included With Application

Please return pages 4, 5 & 6 by January 1, 2018 to:

Mardi Gras Inc. ®
Deliver/mail: 2200 Dolman St. St. Louis, MO 63104
or email: olivia@mardigrasinc.com

visit our website at www.stlmardigras.org

For any questions contact
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(314) 991-6818