

2022 Freedom Festival Craft Vendor Rules & Guidelines



Welcome to the Freedom Festival, our 4th of July Celebration held in the city of Austin, Minnesota! Our outdoor event will be held on July 3rd and 4th.

Time/Date/Location

- Sunday, July 3rd and Monday, July 4th, 2022
- Events in the park begin at 1:00 on July 3rd and approximately 1:30 on July 4th.
- July 3rd set up/tear down:
 - You may begin setting up anytime on the morning of July 3rd, but be aware that there is NO vehicle traffic allowed through park grounds from 11:00am -9:00pm.
- July 4th set up/tear down:
 - You may begin setting up anytime on the morning of July 3rd, but be aware that there is NO vehicle traffic allowed through park grounds from 10:30am -11:30pm.
- This is an outdoor event that takes place rain or shine. There are no refunds on booth fees due to weather.
- There is NO driving ANYWHERE through the grass or park grounds while the event is occurring or while people are exiting the park after the event ends.

Booth/Space Information

- Booth spaces are 15'x15' and are \$40 for the entire 2-day event. You may purchase an additional space for \$20.
- You are required to stay entirely within your booth and you must keep your booth area clean.
- **We do not supply any display or setup equipment such as tents, chairs, tables, etc., so please bring what you need.** Your tent may be any color.

Parking Information

- **Please note that there is NO driving through the park during event hours.**
- You may park directly behind your booth **ONLY** if you will be there for the duration of the event and will not move your vehicle through the grounds until the event end times listed above. There is no vehicle traffic through the grass or park while the event is underway for safety reasons. If you cannot be parked the entire time or will need to leave the grounds during the day, you may drop off your equipment/trailer before the even times (above) and then park your vehicle in the designated public parking areas. **NO EXCEPTIONS.**

Power/Generators

- Electricity is not available. You will need to provide your own generator if needed.
- If a generator is used, it must be electric/battery powered. No gas generators.

Sales Tax / Insurance / Form ST19

- Your application will not be considered if you have not completed and returned the MN form ST19, which we are required by law to keep on file.
- All sales will be conducted between the crafter and the purchaser. Crafters are responsible for collecting, paying, and remitting Minnesota Sales Tax on all sales made during the Festival, if that applies to you. Austin's sales tax rate is 7.875%.
- You are responsible for your own liability insurance.

General Information

- You must include a photo or a link to a website or social media page that represents the actual items you will be selling.
- All items sold and displayed must be pre-approved.
- **All items must be in good taste and be family appropriate.** No fireworks or weapons (i.e. knives) may be sold in the park. No illegal, dangerous or environmentally unfriendly merchandise is allowed. Vendors who do not follow these policies will be asked to leave with no refund.
- We reserve the right to accept or reject vendors due to the products being sold, space availability, non-payment of fee, or non-compliance with vendor guidelines.
- You may NOT sell any type of beverage at any time, as a courtesy to our concession stand operators.
- Booth number and site map will be emailed to the address on your application.

Code of Conduct

All Vendors are required to help promote Freedom Festival in a positive and professional manner to customers and the community. Failure to comply with any part of the Code of Conduct; or participation in other inappropriate conduct as determined by the AEG Board of Directors; may lead to dismissal as a vendor at Freedom Festival. As a Freedom Festival vendor, you & your employees agree to:

- Demonstrate the highest standards of personal behavior and integrity at all times.
- Conduct yourself in a courteous and respectful manner and serve as a positive role model for others. Use of profanity or vulgar language or gestures will not be tolerated.
- Vendors and their representatives shall not use abusive or threatening language, circulate rumors, or file false or frivolous reports that affect the reputation, integrity, or smooth operation of Freedom Festival or its patrons. Physical or verbal harassment of patrons, volunteers, or AEG board members will not be tolerated via verbal, written, or social media.
- Under no circumstance, attend or participate in Freedom Festival while under the influence of alcohol and/or controlled substances.
- Under no circumstance possess, sell, or consume alcohol or controlled substances at Freedom Festival.
- Operate vehicles and other equipment in a responsible manner.

- Abstain from any criminal activity.
- Respect and adhere to all rules established by AEG.

Vendor Release and Waiver of Liability and Indemnification Agreement

In consideration of being permitted to participate in Freedom Festival [AEG], I, [VENDOR], hereby release, waive, discharge [AEG], it's officers, directors, affiliates and the City of Austin, its affiliates, officers, agents, or employees ("**Releasees**") from any and all liability, claims, demands, actions, and causes of action of any kind or nature arising out of or related to any loss, damage, or injury, including death, that I or any of my property may sustain resulting from my participation in or in any way connected with my participation in such [AEG], regardless of whether such loss is caused by the negligence of the Releasees and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, and covenant not to sue the Releasees based on the same.

It is my express intent that this Vendor Release and Waiver of Liability and Indemnification Agreement ("**Release**") bind my family members, spouse, heirs, assigns, personal representatives, and anyone else entitled to act on my behalf to the extent they act on my behalf, and is deemed as a release, waiver, discharge, and covenant not to sue the Releasees.

I assume full responsibility for any risks of loss, property damage, or personal injury, including death, that I or my property may sustain as a result of being engaged in [AEG], whether caused by the negligence of the Releasees or otherwise, including as a result of negligent rescue operations. I hereby acknowledge that I know of no medical reason why I should not participate in [AEG].

In the event of an emergency, I authorize [AEG] to secure from any licensed hospital, physician, or medical personnel any treatment deemed necessary for my immediate care. I agree that I will be responsible for payment of any and all medical services rendered.

I further covenant and agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including attorneys' fees and court costs, they may incur arising out of or related to my participation in [AEG], whether caused by the negligence of the Releasees or otherwise, including as a result of negligent rescue operations.

I further covenant and agree that this Release shall be construed in accordance with the laws of the State of Minnesota and that any mediation, suit, or other proceeding relating to this Release and any activities covered hereby must be filed or entered into only in the State of Minnesota and the federal or state courts of Minnesota. Any portion of this Release deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the Release as a whole to the full extent authorized by law.

I have read and fully understand this Release as set forth above and agree to the obligations and procedures outlined herein.

Why do I need to fill out FORM ST-19?

Austin Enhancement Group, Inc. is required by the MN Dept of Revenue to have a completed ST19 for every Seller.

This form provides written documentation showing:

- Seller has a MN Sales Tax ID Number OR
- Seller is not required to have one because the items they are selling are non-taxable OR
- Seller qualifies for the “Isolated & Occasional Sales” exemption

The Festival does not file these forms with the State, but we are required to keep them on file.

How do I Register for a Minnesota Tax ID Number?

On-line at <http://www.revenue.state.mn.us/businesses/Pages/Business-Registration.aspx>

OR

Call 651-282-5225 or

Toll free at 1-800-657-3605

Do I Qualify for the Isolated & Occasional Sales Exemption?

To qualify for “Isolated & Occasional Sales” exemption, all of these conditions must be met:

- Seller participates in only one event per calendar year that lasts no more than 3 days; and
- Seller makes sales of \$500 or less during the calendar year; and
- Seller provides a written statement to this effect and includes their name, address and phone number (Form ST19)

Who Needs to Have A Minnesota Tax ID Number?

Any seller making taxable sales at the Freedom Festival Event must have a MN ID Number unless they qualify for the “Isolated and Occasional Sales” exemption. This includes out-of-state vendors.

See <http://www.taxes.state.mn.us> for more information if you're not sure the items you're selling are taxable.



Vendor Application

Name: _____
Business Name: _____
Cell phone: _____
Email address: _____
Mailing Address: _____

MN Sales Tax ID # (if applicable) _____
Certifications/Licenses/Registrations (if applicable) _____
Type(s) of items being sold: _____

Photos of items being sold must be included with application. Alternately, provide a link to website/social media that shows photos of what you are selling:

Acknowledgement

Please read the following and sign the acknowledgement and agreement below:

Vendor has read and agrees to abide by all of the Freedom Festival policies outlined in the Vendor Rules & Guidelines and the Vendor Release and Waiver of Liability and Indemnification Agreement. Vendor agrees that Austin Enhancement Group, Inc. is not liable for any injury, theft or damage to either buyer or seller, or their property, arising out of or pertaining to preparation or participation in the Freedom Festival event whether such injury, theft or damage occurs prior, during or after the festival. Vendor understands that it must carry its own liability insurance or product liability insurance. The Austin Enhancement Group, Inc. may take photos of the Freedom Festival and participants and these photos may be used in their publications and advertisements for the promotion of the market. Vendor grants permission to use their name, pictures, videos and quotes for the above purposes.

I affirm that the information on this form is accurate and complete, and I agree to consider this application a commitment to show and realize that no refunds will be made for cancellation after acceptance is made.

Signature

Date

Return your completed Application, ST19 form, and \$40 fee (and \$20 for each additional space) to the Austin Enhancement Group: info@FreedomFestAustin.com or PO Box 3, Austin, MN 55912