

## 2025 Paws on Pemberton

## **Vendor Information & Application**

Date

**Time** 10:00 am\* – 4:00pm

Location

Pemberton Historical Park 5561 Plantation Lane Salisbury, MD 21801

\*5K Races begin at 9 am

Saturday, November 8, 2025

#### Tell me about Paws on Pemberton...

Paws on Pemberton is a free community event geared towards the animal lovers of The Eastern Shore. Wicomico County Recreation & Parks is proud to partner with the Algonquin Ultras and the Wicomico Humane Society to spread awareness for adoptable pets in our local animal shelters and rescues. Along with potentially meeting their new best friend, event visitors will also enjoy food trucks, live music, local vendors/artisans, and family friendly activities. The Ultras will be holding two different race events: a 1.5 mile dog walk through the trails and a traditional 5K race for runners and their dogs.

Vendor Type	Vendor Fee	Electric Hookup	Vendor Space (ft.)
Food	\$150	By request only	15 x 20
Commercial	\$100	Not Available	10 x 10
Craft	\$50	Not Available	10 x 10
Non-Profit	\$25	Not Available	10 x 10
Animal Shelter	Free to attend!	Not Available	10 x 10

#### **Food Vendor Information:**

• Food Vendors must submit a complete menu for approval during the application process. Any changes to proposed menu after acceptance must be approved by the Event Organizer.

#### Do we provide other items?

The Vendor must provide their own tent, tables and chairs.

#### When can I load in to my space and when can we load out of the festival?

Vendors can load in starting at <u>7:30am</u> on the day of the festival, with set up completed <u>no later than 9:00</u> <u>am</u>. All vendors will be required to begin packing up at the conclusion of the event and must be off the property no later than <u>5:00pm</u>.

#### Who do I contact if I have a question prior to the festival?

Vendors may contact Program Director Megan Jones with any questions regarding Paws on Pemberton. 410-548-4900 ext.109 jonesrm@wicomicocounty.org

# Paws on Pemberton Vendor Application (PLEASE TYPE OR PRINT CLEARLY)

Vendor	Contact Person					
Mailing Address:						
Email Address	ail AddressCell Phone Number					
Md. Sales Tax No	Busine	ess License Number	(see Agreement #11)			
Description of Item(s) b	eing sold:					
Select one (1) box belo	w that applies to you:					
☐ Food	☐ Commercial	☐ Non-Profit	☐ Craft	☐ Shelter		
Vendor Space Require	ements:					
• Dimensions:	ft. depth x	ft. length (ex: Food	l Truck typically uses	15 ft. x 20 ft.)		
•	a brief description of your set-		·	<b>.</b>		
	g from a truck or trailer, pleas	se check which side you		<u>_</u>		
☐ Check/Money Ord	ler (payable to Wicomico C	ounty) 📮 Credit	Card (Visa or Maste	ercard)		
*IF PAYING BY CC, A	A LINK FOR PAYMENT WI	LL BE EMAILED FOR	PAYMENT VIA SQ	<u>UARE</u>		
all agreements and understan	ement shall be null and void unless sadings, either oral and or written, bet thas been read, understood and ente	tween the parties and has not	excluded any term contem	plated prior to the signatures		
Yes, I have read a	nd understand all information	included in the Vendor	Application and Agre	eement.		
Signature of Vendor			Date	:		
	cation, the agreement must be signe			ut the agreement signed will		

In order to process this application, the agreement must be signed, dated and returned. Any applications received without the agreement signed will be considered void and will not be processed. No application is complete without payment. Wicomico County reserves the right to refuse any applicant for any reason with or without cause.

Return payment and form to: (Please see food vendor information For payment details)

### **Paws on Pemberton Vendor Agreement**

The Vendor agrees to each and all clauses set forth in this agreement and identified in the Wicomico County application herein incorporated by reference. Failure by the Vendor to abide by any clauses set forth in this agreement of the 2025 Paws on Pemberton, gives Wicomico County (hereinafter known as the County) and/or the authorized agents of the County, the right to

- (1) Immediately terminate this agreement
- (2) Require the Vendor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises, and
- (3) Forfeit any and all fees paid to Wicomico County for the right and privilege of participating as a Vendor of the 2025 Paws on Pemberton.

No clauses of this agreement may be changed in any way or altered without the written, signed permission of the County.

- 1. Wicomico County agrees to provide each Vendor of the 2025 Paws on Pemberton with either a **15' x 20' space**, **10' x 15' space**, **or 10' x 10' space** at Pemberton Historical Park. The Vendor must provide their own tent, tables, chairs and 100' extension cord (if electrical power is authorized).
- 2. **Vendor agrees to obey all rules and instructions** as directed by the County's Vendor Coordinators during the festival weekend. Any failure to strictly adhere to such instructions may result in the immediate termination of this agreement and immediate forfeiture of any and all fees paid to the County.
- 3. Vendor agrees and acknowledges that amplified sound, barbeque grills, within or around your designated booth space is strictly prohibited. Any violation herein shall be considered a material breach of this agreement by the Vendor and shall result in immediate termination of this agreement and forfeiture of any and all fees paid to the County.
- 4. Vendor agrees and acknowledges to abide by all directions by the County, which seeks to protect the environment and infrastructure of Pemberton Historical Park and the safety of Festival patrons. Vendor hereby acknowledges its liability, and agrees to compensate the County, for any damage(s) caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, materials, objects to the environment and infrastructure of the Park which causes the County to pay for the repair, replacement, or other remuneration to the County for such damage to the environs or infrastructure of the park.
- 5. Out of fairness and consideration of all Festival participants, **Vendor acknowledges and agrees to only utilize such space contained within the confines of its booth**, and not to extend beyond 3 feet directly in front of its booth, for any sales, distribution, or other solicitation by the County participant. Vendor acknowledges and agrees that they are strictly prohibited from "canvassing" or otherwise roaming the Festival Grounds in any effort to promote its booth's purpose. The County will make every reasonable effort, as allowed by law, to prohibit any unauthorized "canvassing."
- 6. **As a courtesy to other exhibitors and festival participants, any amplified sound and loud noise from your booth is prohibited.** Additionally, the Vendor acknowledges and agrees that any material of an adult nature shall be displayed subject to the Federal, State, and Local rules, laws, and regulations regarding the display of such materials which may be considered obscene or objectionable for view by minors.
- 7. The County reserves the right to prohibit, within any Vendor booth or on the festival grounds, the display, advertisement, or other promotion of any business, company, or organization which may be in conflict with a current County sponsor, event sponsor or preferred vendor. Any questions concerning current

sponsors or preferred vendors should be directed to the Paws on Pemberton Event Organizer, Megan Jones, prior to the event.

- 8. **Vendor shall not display, offer for view or sell any illegal or contraband items.** The laws of the State of Maryland and local ordinances of the County are in effect. Vendor shall not display, offer for view or sell any items that are unlicensed and/or copies/interpretations of licensed or registered items at any and all sites and operations.
- 9. Vendor shall not display, offer for view, take orders for, sell, or solicit for donation any items that are imprinted, emblazoned or marked in any manner with any and all the words "2025 Paws at Pemberton." Even when printed with other words, Vendors shall not offer phrases, logos or artwork with any variations of these words.

#### 10. Vendors shall not sublet their space to anyone.

- 11. Vendor acknowledges and understands that they are responsible for sales and use tax and shall in no way hold the County or its representative responsible for any type of permits other than for the Festival itself. Vendor is responsible for the acts, and all costs associated with, any and all its employees and volunteers. No Vendor shall hold itself out as an Agent of the County.
  - You MUST obtain a Maryland Sales Tax number for the purpose of reporting sales tax collected to the State of Maryland and you must obtain a Wicomico County Independent Business License from the Clerk of the Circuit Court for Wicomico County.
  - The sales tax number can be obtained online at <a href="www.marylandtaxes.com">www.marylandtaxes.com</a> there is no fee for this. If you need a copy of a sales tax number that you currently have, a copy can be obtained by calling 410-974-5534.
  - After you get the sales tax number, you MUST obtain your business license at least seven days prior to the Festival. You should contact Donna Short at the Clerk of the Circuit Court Office for Wicomico County. Her telephone number is 410-543-1427, ext.162.
  - Exception: If you receive less than 10% of your annual gross income from your sales at this Festival AND you have not participated in more than three (3) events in the past year, you DO NOT have to obtain a Maryland Sales Tax Number. If this applies to you...please contact Megan Jones at 410-548-4900 x 109 to receive the applicable form.
- 12. **Cancellations** / **Refund Policy** / **No Shows:** Vendors will be notified by Event Organizer, Megan Jones, in the event of a cancellation. Due to this being an outdoor event, please note that a cancellation may be required in the event of severe weather. Vendor fees are will not be refunded.
- 13. Overnight Security: N/A for this Festival.
- 14. The County makes no representation or guarantees towards actual festival attendance.
- 15. Vendor understands that the County has no control over weather, acts of God, acts of terrorism, governmental intervention, or any other cause that may prevent and alter and or interrupt the festival weekend, and participants shall hold the County harmless for any losses that could arise because of such event.
- 16. The County reserves the right to place Vendors in a booth location at the complete discretion of the County. The County shall have sole and complete authority to place the participant in any location on the festival grounds, irrespective of the participant's request. The County makes no representation, nor does it guarantee any volume of "foot-traffic" of Festival Guests in any area of the grounds. The County cannot speculate, nor control, the popularity of one area of the Festival over the other.

- 17. Vendor upon vacating their booth space (s) will ensure that such space shall be free of any and all trash or refuse with such being placed in the appropriate containers. Failure of the Vendors to clean their booth site may result in the future denial of Vendor participation.
- 18. 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.
- 19. Pets are welcome as long as they are on leash and well socialized with other animals.
- 20. Signs/Banners/Tents shall be made of a flame-retardant material and proof of such fire retardant rating shall be made available to the County Fire Marshal upon request. Failure to have such fire retardant rating information available could result in the immediate closure of the Vendor's operation until such information is satisfactorily provided. Any losses or damages by Vendor are hereby waived against the County, for failure to have such information readily available for inspection by the Fire Marshal.
- 21. Vendor agrees to indemnify and hold the County, including its officers, agents and employees, harmless from any and all liability arising out of the Vendor's participation in the Festival. This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Vendor's agents or employees.
- 22. Vendor Admission: This is a FREE public event. No tickets or clearances needed for Vendor Participation.
- 23. Wicomico County reserves the right to limit the number of additional vendor daily tickets bought under the terms of the Agreement. Additional ticket costs to be determined by vendor coordinator.
- 24. Food booths are also required to display the following: 1) Health Certificate; 2) Fire Extinguisher.