

CELEBRATING  
  
S E A S O N S

Dear Heard on Hurd Applicant,

Thank you for your interest in our Edmond neighborhood block party! We are thrilled with the successful return of Heard on Hurd in 2022 and cannot wait to find out what the 10<sup>th</sup> season in 2023 will bring! With the 2022 season hosting an average of 25,000 per event, we aim to bring the message of local food, local shopping, local music and local banking to many in the OKC metro area and beyond in 2023.

The festival garners widespread media attention and our goal is to continue to bring awareness to local businesses through the loudspeaker of Heard on Hurd.

We invite you to review the vendor information packet carefully, complete all forms and return them to event organizers as soon as possible. Our vendors are selected by a Citizens Bank of Edmond committee. Our vendor selection committee works to have something special for every HoH attendee, including local unique vendors with diverse products to fulfill the tastes of various audiences. Thank you for your support of Heard on Hurd as it would not be possible without our amazing community.

*We will do our best to make the event better for everyone, however we cannot fulfill all requests and appreciate your patience and understanding. Let's lift one another as we lift the community!*

Please don't hesitate to contact us with any questions you may have.

Cheers to 2023 and our 10<sup>th</sup> season celebration!

## **Heard on Hurd Vendor FAQ's**

### **Application Tips:**

- Please be sure to complete all included forms (including OK health department state license number for food vendors, OK state tax permit number, and signed agreement).
- Food and amusement vendors must be able to add "Citizens Bank of Edmond" to their insurance policy and provide documentation prior to participating in the event.
- Please be aware that the nonrefundable monthly fee must be collected one-month calendar date prior to the event. See **addendum A** below for details on the fees.
- Only emailed completed applications (emailed to [heardonhurd@citizensedmond.com](mailto:heardonhurd@citizensedmond.com)) will be accepted. Faxed, mailed or forms handed in at the bank will NOT be accepted.
- If you do not have a physical product to sell, please be aware of the following:
  - We will only allow a limited number of non-goods Pop-Ups at Heard on Hurd.
  - You must provide a children's activity or something beyond handing out fliers and merchandise in your application.

### **FAQ's**

#### **What kind of vendors do you normally accept into Heard on Hurd?**

We love diversity and being able to provide many different types of merchants and cuisines at Heard on Hurd. We accept local food trucks, artisan Pop-Up shops and a featured non-profit. Citizens Bank of Edmond customers are given priority in selection---we certainly invite you to join the Citizens family!

#### **Why is electricity not provided?**

Due to safety reasons, our circuits cannot support everyone being plugged into the outlets in downtown Edmond. Vendors can use generators if needed.

#### **Why are state licenses and state tax permits required of vendors?**

We aim to provide a high-quality event that is safe and beneficial for the community. All food vendors must be approved by the health department and are inspected so that our attendees can receive the highest quality of food. State tax permits are required so that the event can support the community holistically by benefitting the vendors who sell the merchandise and to the city who provides the space for us to have the event.

#### **What is each vendor responsible for?**

Each vendor is responsible for their own set up and tear down. Vendors MUST stay in their designated position for the duration of the event due to safety reasons. Leaving prior to the event conclusion will result in termination from future Heard on Hurd events.

#### **What type of products for Pop-Up shops are you looking for?**

Artisan products, clothing, gifts, vintage, home decor. We are not accepting direct sales representatives or consultants at this time.

#### **Can I apply as an alcohol vendor?**

Currently, we are not accepting any new alcohol vendors. Heard on Hurd aims to be a family friendly event and therefore, we will limit the number of alcohol vendors to provide a safe environment for all. However, our awesome downtown restaurants/bars have alcohol and include a great environment to consume it. Check out some downtown Edmond establishments such as The Patriarch, Othello's, The Mule, Frenzy and Edmond Railway!

#### **How do I get my band to play at Heard on Hurd?**

If you have an awesome local band, we want to hear from you! Shoot us an email to [HeardonHurd@mycitizens.bank](mailto:HeardonHurd@mycitizens.bank) for consideration.

## **Vendor Agreement and Requirements**

The event organizer, Citizens Bank of Edmond (Heard on Hurd), must approve each vendor for participation in the event. Vendors not included in the approved vendor list will not be permitted to participate in the event. Vendors will not be approved by Citizens Bank of Edmond (CBE) Heard on Hurd organizers unless all requirements are met. Vendors shall submit all documents to the event organizer. Vendors shall NOT submit any CBE Heard on Hurd documents directly to the City Special Events Committee, Oklahoma City County Health Department (OCCHD), or other partner organization.

**A vendor is any individual or organization who is participating in Heard on Hurd to provide products, services or information.**

- \* **Food / Beverage Vendors:** Selling or sampling food / beverage products
- \* **Retail Vendors:** Selling merchandise
- \* **Arts & Crafts Vendors:** Selling handcrafted products (non-food/beverage)
- \* **Amusements Vendors:** Providing recreational activities such as inflatables or mechanical rides/devices or service activities such as face painting, hair braiding, etc.

### **INSURANCE:**

Insurance may be required of vendors depending on the nature and type of vendor. Below is a list of vendors who must provide insurance. Please contact CBE Heard on Hurd organizers for more information regarding insurance requirements.

- \* **Food / Beverage Vendors**
- \* **Amusements Vendors**

**If insurance coverage is required, the policy must name Citizens Bank of Edmond, its employees, agents, volunteers and officers as additional insureds as pertaining to the insured's participation in Heard on Hurd. Please send over a copy of the insurance information to [heardonhurd@citizensedmond.com](mailto:heardonhurd@citizensedmond.com).**

### **Food/Beverage Vendors:**

Food vendors include food trucks-trailers, stands, tents, canned and/or packaged foods, etc.

- All food/beverage vendors must have obtained all required State licenses with the Oklahoma City County Health Department (OCCHD). State licenses must be kept on-site and available for review by OCCHD.
- Food/beverage vendors must be present and setup by no later than 5pm on the day of event to allow time for an on-site, day-of-event inspection by OCCHD. Any vendors not present by 5pm will not be allowed to participate. Setup begins at 4pm on the day of event.
- Food/beverage vendors must provide a completed *Food/Alcohol Vendor Information* sheet 20 calendar days prior to event.
- The sale or sampling of alcoholic beverages will not be permitted by food/beverage vendors except for the designated alcohol vendor selected by event organizers.

- All vendors must have a valid Oklahoma Sales Tax permit at the event and provide proof of permit to event organizers 20 calendar days prior to event.

REMINDER: Use of open flame for cooking requires that you contact event organizers (405-341-6651) so that the Edmond Fire Prevention (405-216-7303) can be notified. This includes propane systems on food trucks-trailers.

**Retail/Arts & Crafts/Amusement Vendors:**

Vendors selling merchandise, handcrafted products (non-food/beverage), those providing information, promotional materials or free services and those providing recreational activities.

- All vendors must have a valid Oklahoma Sales Tax permit on site and provide proof of permit to event organizers 20 calendar days prior to event.
- All vendors are responsible for their entire booth set up. (e.g. tables, chairs, displays, signs etc.).
- All vendors must provide a completed *Retail Vendor Information* sheet 20 calendar days prior to event.
- Setup for vendors begins at 4pm on the day of event (if you show up prior to 4pm, you must wait outside the barricades). All vendors must be present by 5pm. Any vendors not present by 5pm will not be allowed to participate.
- All service-related vendors must display the following sign at their table: "Use of this service is at your own risk. Citizens Bank of Edmond is not responsible/liable for your use of this service."

REMINDER: Use of open flame requires that you contact event organizers (405-341-6650) so that the Edmond Fire Prevention (405-216-7303) can be notified. This includes propane systems, fire pits, etc.

**Fee:** There will be nonrefundable fees for food trucks and pop-up shops. Our selected nonprofit organization of the month has no fee. Please see **addendum A** for details.

**Banners:** The hanging of banners are subject to approval by event organizers.

**Tents or Tables:** All tents and tables are subject to approval by event organizers and may be inspected by the City of Edmond Building Department.

**Paint:** Under no circumstances will paint or spray chalk or any substance that will remain visible for more than 48 hours be applied to the street or any part of the right of way or public/private property.

**Wifi:** Citizens Bank of Edmond provides Wifi to Downtown Edmond and is available subject to the relevant Terms of Use. CBE disclaims any responsibility for the availability or performance of a WiFi system during the event.

**Logo:** Heard on Hurd and its logo are trademarked and protected intellectual property of Citizens Bank of Edmond. Vendors are only permitted to use HoH and its logo in promoting vendor's participation in HoH or promoting HoH in general. All other unauthorized uses of the name or logo are prohibited.

**Social Media:** Vendors are encouraged to link to and/or post and reference HoH's and/or Citizens Bank of Edmond's social media channels in promoting vendor's participation. See information regarding the Social Media Rebate.



### Addendum A-2023 Heard on Hurd Fee Structure

Based on our vendor feedback from the 2022 season, we have made strategic edits to our placement strategy. We will now offer two locations comprised of Food vendors and Retail vendors with pricing of each location based off the number of event foot traffic and level of exposure. **Placements will be filled on a first come first serve basis for all events in the 2023 Season. Payment will be due at least one-month calendar date prior to event to reserve your spot UPON SELECTION by the HoH committee. If payment is not received one prior to calendar date of the event, the spot will be forfeited to the next vendor on the list.** The HoH Committee will do their best to fulfill all requests but please remember the zone selection is only a preference, and not guaranteed.

#### Base Rates

<b>Food Trucks</b>
\$300 Monthly

<b>Retail Vendors</b>
\$200 Monthly

#### Being a Customer Pays, Literally!\*

*\*The CBE Customer Discount will be awarded if Vendor has their active operating business account at Citizens Bank of Edmond. Account must be listed in the Vendor Information space below. Citizens Bank of Edmond and the Heard on Hurd Committee reserves the right to award customer discount based off of their discretion.*

<b>Food Trucks</b>
\$250 Monthly

<b>Retail Vendors</b>
\$150 Monthly

#### Social Media Rebate

For every 5 original posts that mention @CitizensEdmond or @HeardonHurd, you will receive \$10 off the next month's fees, with a max of \$30 off (15 posts) per month. You are required to email a screenshot of each post to [HeardonHurd@mycitizens.bank](mailto:HeardonHurd@mycitizens.bank) to receive your credit.

## Vendor Information

All food vendors engaged in food sale, including prepackaged food items such as mixes, bottled water, vitamins, supplements, candies or any other food item offered for consumption on or off premises must fill out the following information and provide proper insurance in order to participate in Heard on Hurd event(s):

All vendors engaged in selling merchandise, handcrafted products (non-food/beverage) and those providing information, promotional materials or free services must fill out the following information in order to participate in Heard on Hurd event(s):

All items are required, if any part is left blank, the application is incomplete.

**Vendor/Business/ Nonprofit Name:** \_\_\_\_\_

**Main Contact Name :** \_\_\_\_\_

**Business Address (include city, zip):** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Social Media @/Handles\* (Required)**

**Facebook:** \_\_\_\_\_ **Instagram:** \_\_\_\_\_

**Twitter:** \_\_\_\_\_ **Website:** \_\_\_\_\_

**Customer of Citizens Bank of Edmond:** Yes  No

**Name on Account:** \_\_\_\_\_ **Account Number:** \_\_\_\_\_

**Please check the box below if you would like automatic withdrawals from your account listed to fund event fee's, upon selection by the HoH Committee.**

*I authorize Citizens Bank of Edmond to initiate entries to my account(s) listed above. This authority will remain in effect until I notify the bank 7 to 10 days prior to the debit/credit to my account. Accounts must have adequate funding in order to process the transaction. If the account does not contain adequate funds, transfer will attempt until sufficient funds are available or until the transfer is cancelled by the originator or the Bank. Notify Citizens Bank of Edmond at 341-6650 if the above origination needs to be cancelled. If an alteration to the origination needs to be made, the above origination will be cancelled and a new form will be requested to document the changes.*

**Facility Type:** Temporary Tent  Mobile Unit

**Licensing: OK State Health Permit Facility # (Must Send Copy)**

*\*Only Applies for Food Truck Vendors*

Licensing: OK State Tax Permit Site # (Must Send Copy)

Truck or Tent set up size: \_\_\_\_\_ (approx. length & width in feet)

Previous Heard on Hurd Vendor: Yes No When: \_\_\_\_\_

**Please Select 2023 Event Dates Applying For:**

March 18<sup>th</sup>  April 15<sup>th</sup>  May 20<sup>th</sup>  June 17<sup>th</sup>  July 15<sup>th</sup>  August 19<sup>th</sup>   
September 16<sup>th</sup>  October 21<sup>st</sup>

*\*Note for nonprofits: We will feature one nonprofit per month. Please pick your preferred month. If you pick multiple, we will notify you of your month once we make a decision.*

**Please List Zone Preference (1, 2, or 3)** \_\_\_\_\_

*\*N/A for Nonprofit organization*

**FOOD TRUCK VENDORS: Food and Non-alcoholic Beverages on Menu including Prices (can attach separately):**

**RETAIL VENDORS: Types of goods for sale/services/promotional giveaways:**

**NONPROFITS: Please list an activity proposal for your tent (besides handing out fliers and asking for donations):**

## **HEARD ON HURD™ MEDIA RELEASE FOR USE OF APPEARANCE, LIKENESS, VOICE, IMAGE AND OTHER MATERIALS**

By participating in Heard on Hurd (“HoH”) and signing this Media Release (“Release”) I, individually and on behalf of my participating business or entity (collectively “Releasor”) consent for THE CITIZENS BANK OF EDMOND and its subsidiaries and designees (“Citizens”) to use and publicize Releasor’s likeness, voice, photograph, picture, portrait, signature, or name in any photograph, image, video, motion picture, performance, or sound recording (collectively “recordings”) for any purpose, including, but not limited to, advertising, promotion, or marketing purposes. This consent also applies to any and all of Releasor’s employees appearing at or participating in HoH on behalf of Releasor. Releasor agrees and represents that it has obtained consent from all participating employees and/or representatives.

Releasor understands and gives Citizens permission for such use and publicity for such purposes, according to the terms and conditions set forth in this Release. Releasor irrevocably grants permission to Citizens the rights to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use the name, image, likeness, voice, professional and personal biographical information, and other personal characteristics, and all materials created by or on behalf of Citizens that incorporate any of the foregoing (“Materials”) in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created, including but not limited to, in and on magazines, brochures and other print publications, electronic, magnetic, and optical media, motion pictures, television broadcast, cablecast, and satellite, home video and video on demand, radio broadcasts, display, point-of-sale, and other advertising and promotional materials, press releases, the internet and other digital transmission or delivery methods, mobile applications, on any platform and for any purpose, including but not limited to advertising, public relations, publicity, packaging, and promotion of Citizens and its affiliates and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to Releasor except as otherwise expressly provided herein.

Citizens shall be the exclusive owner of all rights, including copyright, in the Materials. Releasor hereby irrevocably transfers, assigns, and otherwise conveys to Citizens Releasor’s entire right, title, and interest, if any, in and to the Materials and all copyrights and other intellectual property rights therein arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal, and reversion rights, and the right to sue to enforce such copyrights.

Releasor acknowledges and agrees that Releasor has no right to review or approve Materials before they are used by Citizens, and that Citizens has no liability to Releasor for any editing or alteration of the Materials or for any distortion or other effects resulting from Citizens’ editing, alteration, or use of the Materials, or Citizens’ presentation of Releasor. Any credit or other acknowledgment of Releasor, if any, shall be determined by Citizens in Citizens’ sole discretion. Citizens has no obligation to create or use the Materials or to exercise any rights given by this Release.



To the fullest extent permitted by applicable law, Releasor hereby agrees to hold harmless and release Citizens its affiliates, designees, vendors, employees, and agents from all claims, demands, and causes of action that may arise out of the authorizations in this Release, and such use, and waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "Claims") arising directly or indirectly from Citizens' exercise of its rights under this Release or the production, exhibition, exploitation, advertising, promotion, or other use of the Materials, and whether resulting in whole or in part by the negligence of Citizens or any other person, covenant not to make or bring any such Claim against Citizens, and forever release and discharge Citizens from liability under such Claims.

Releasor understands that Citizens is relying on this Release and will incur significant expense in reliance on this Release, and agree that this Release cannot be terminated, rescinded, or modified, in whole or in part.

Releasor represents and warrants to Citizens that Releasor will provide only true and correct statements and other information in connection with this Release, and Citizens' use of the Materials and the rights and license granted hereunder do not, and will not, violate any right (including without limitation copyright, trademark, trade secret, right to privacy, or right of publicity) of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from, or any payment to, any third party is required in connection herewith. Releasor agrees to defend, indemnify, and hold harmless Citizens from and against all Claims by third parties resulting from my breach or alleged breach of this Release or any of the foregoing representations and warranties.

**This Release provides Citizens with Releasor's absolute and unconditional consent, waiver, and release of liability, allowing Citizens to publicize and commercially exploit Releasor's name, likeness, and other personal characteristics as set out above. By signing, Releasor acknowledges that the undersigned has read and understood all of the terms of this document and that the undersigned on behalf of Releasor is giving up substantial legal rights, including the right to sue Citizens. The undersigned acknowledges that he or she has read this waiver, understands it and freely and voluntarily agrees to its terms.**

I represent and warrant to Citizens that I am at least eighteen (18) years of age, and I have full right, power, and authority to enter into this Agreement and grant the rights hereunder.

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Participant's Signature

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Date

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Participant's Name (Printed)

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Name of Business/Organization (Printed)

**Contacts:**

[HeardonHurd@mycitizens.bank](mailto:HeardonHurd@mycitizens.bank)

**Social Media: Twitter and Instagram-@heardonhurd, <https://www.facebook.com/heardonhurd>**

**Hashtag: #JoinTheHurd**

**Checklist**

- Signed agreement
- Copy Tax permit
- Copy of health department permit \*(Only applies for food truck vendors)
- Picture of your set-up/truck
- Media Release
- COI with Citizens Bank of Edmond, its employees, agents, volunteers and officers as additional insureds as pertaining to the insured's participation in Heard on Hurd. \* (Only required for Food / Beverage Vendors and Amusements Vendors)

**REMINDERS: Only event organizer approved alcohol vendors will be allowed to sell alcoholic beverages. Trucks or trailers selling food will not be allowed to sell alcoholic beverages. Electricity will not be available for vendors. Generators must be used.**

I agree, to INDEMNIFY AND HOLD Citizens Bank of Edmond HARMLESS from all claims, judgments and costs, including but not limited to attorneys' fees, and to reimburse them for any expenses whatsoever incurred in connection with any action brought as a result of my participation in Heard on Hurd activities.

I have retained, for my records, a copy of this agreement Yes\_\_\_ No\_\_\_. I have read, understand and agree to adhere to the above Vendor Agreement and Requirements.

X\_\_\_\_\_ Date\_\_\_\_\_

Signature of applicant (must be over 21 years of age)