

BLACK BEAR

Productions, LLC

CRAFT VENDOR APPLICATION

Red Wing Roots Music Festival

July 12, 13 & 14, 20XX

Natural Chimneys Park

94 Natural Chimneys Lane

Mt Solon, VA 22843

DEADLINES/NOTIFICATION DATES

Application Deadline: April 15, 20XX

Notification of Acceptance by Email: April 30, 20XX

Vendor Fee Due: May 15, 20XX

Cancellation for Refund Deadline: May 31, 20XX

Vendor Business Name: _____

DBA: _____

Business Address: _____

Contact Person/Email/Phone: _____

General Information

Booth size: 10 x 10. All vendors are allotted an additional 10 x 10 space directly behind their booth for camping. If you need more space, you must purchase an extra booth. Vendors must provide their own tent.

Fees: \$250 – If you are accepted your check will be due on May 31.

Passes: Two adult 3-day passes are included with your booth. Any additional passes must be purchased at regular ticket prices through our website. Purchase tickets early for the best prices.

Electricity: We do not provide electricity. Be prepared to supply your own.... get creative! Bring lanterns!

Camping: Camping in booth, behind booth or on designated festival grounds.

Parking: You will be allowed one on-site vehicle pass, which will allow you to park near your booth. All other vehicles require the purchase of general admission parking in advance through our website.

Important Reminders

- Vendors are required to carry liability insurance in the amount of \$1M. Please provide proof of insurance (if you are currently covered) and sign and submit the hold harmless document below with your application.
Venue name: Natural Chimneys Park, 94 Natural Chimneys Lane, Mt Solon, VA 22843
- You are responsible for controlling your staff, and all vendors must conduct themselves in a courteous, polite and professional manner. All vendors must abide by the rules & regulations of the Red Wing Roots Music Festival. You are responsible for being an informed participant and following all Festival Rules & Regulations.
- Prohibited items for sale: The sale of recorded music is prohibited. Absolutely no paraphernalia of any kind allowed (Glass bowls, water pipes, etc.) Any paraphernalia for sale will be confiscated and your vending privileges will be forfeited. Red Wing Roots Music Festival PROHIBITS the sale of any items that are illegal to sell, distribute or purchase in the State of Virginia.
- A note about the weather: Weather is quite variable this time of year. Be prepared for both warm sunny weather and heavy rain and to secure your booth against the elements. Red Wing Roots Music Festival, Black Bear Productions, LLC, or any partner is not responsible for any damage to any part of your booth or your merchandise. Vendors are fully responsible for protection of their property and for securing their tents and displays.
- Collecting and reporting of the 5% Virginia Sales Tax is the responsibility of the Vendor.
- Absolutely NO PETS allowed. No drugs; no outside alcohol; no weapons. All vendors may be asked to remove any items not consistent with their application.

CRAFT VENDING APPLICATION

Note: You must include a link to your website or email JPG photos with a detailed written description of your wares and booth.

Tax or Resale #

Description of your Products:

Please list three festivals or large events at which you have been a vendor:

Please provide a website with images of your wares and your booth setup.

(If you are unable to provide a website with these images, please email them in JPG format to

. Make sure you reference your company name in the email.)

State/Local Laws & Taxes: You are responsible for paying all appropriate sales tax with respect to the sale of goods and for procuring all permits and documentation that are required by local and state government to operate within the state of Virginia.

Indemnification and Insurance: You are solely responsible for any injuries, accidents, or losses which may be sustained as a result of your vending operations at The Red Wing Roots Music Festival. Black Bear Productions LLC, Augusta County, Steel Wheels LLC or any partner shall have no responsibility for any accident or injury caused by your activities. You must maintain your own liability insurance and have proof of insurance available during the Festival for inspection purposes. By participating in the festival, you are agreeing to indemnify and hold harmless Black Bear Productions LLC, Augusta County, Steel Wheels LLC or any partner from any damages, lawsuits, or claims arising out of any injuries or accidents occasioned by your activities. A copy of your insurance certificate must be submitted with your application.

Setup/Breakdown: The festival site opens up to all onsite camping-pass holders on Thursday, July 11. All Craft Vendors must be set up and ready for business by 10am Friday, July 12. It is **STRONGLY** recommended that vendors set up on Thursday, July 11 anytime after 12pm. All vending materials must be removed from the area no later than Monday, July 15 at 12:00PM. You are responsible for removing all materials and discarding all debris and trash from your assigned area in the trash receptacles provided by Red Wing Roots Music Festival.

Security: There will be security during the advertised hours of the festival. While such security is provided, Black Bear Productions LLC, Augusta County, Steel Wheels LLC or any partner shall not be responsible for any stolen, lost, or damaged items of equipment or personal belongings. You shall be solely responsible for the protection and safeguarding of valuables and release the aforementioned parties from any losses or damage to your property. Please handle your affairs as you deem appropriate with respect to protecting your equipment and belongings.

VENDOR HOLD HARMLESS & INSURANCE AGREEMENT: VENDOR agrees to obtain at Vendor's sole cost and expense a Commercial General Liability insurance policy with coverage to protect against any and all bodily injury or property damage as a consequence of the installation and/or operation of the equipment, sale of merchandise, services, and/or food provided by Vendor and/or employees, contractors and agents with respect to the activities of Vendor on the premises or any Festival Venue of Red Wing Roots Music Festival and Natural Chimneys Park. This coverage will provide at least a \$1,000,000 General Aggregate limit and \$1,000,000 per

Occurrence limit and be provided through an insurance carrier rated A or better. VENDOR shall name Black Bear Productions, LLC as Additional Insured on all such policies. In addition, Vendor acknowledges that neither Black Bear Productions LLC nor Augusta County Parks & Recreation maintain insurance covering exhibitor's property and that it is the sole responsibility of VENDOR to obtain business interruption and property insurance insuring any losses of VENDOR. VENDOR agrees to indemnify and hold Black Bear Productions, LLC and all partners harmless from and against any and all claims, actions, damages, liability and expense, including but not limited to reasonable attorney's fees, in connection with loss of life, personal injury, bodily injury, and/or damage to property arising from or out of any occurrence in, upon or at Red Wing Roots Music Festival, or any part thereof, or occasioned wholly or in part by any act or omission of said Vendor named above, its agents, contractors, employees, servants, customers, invitees, Vendor or otherwise arising from the agreement that the Vendor has with Black Bear Productions LLC except to the extent that such claims are caused by the gross negligence or willful misconduct of Black Bear Productions LLC or Natural Chimneys Park. Black Bear Productions LLC and Natural Chimneys Park shall not be liable for any damage to property of Vendor or of others associated with the Vendor, nor for the loss of or damage to any property of Vendor or of others by theft or otherwise. Black Bear Productions LLC and Natural Chimneys Park shall not be liable for any such damage caused by any other Vendor or persons in the Premises or the building of which the Vendor is located. VENDOR shall waive all claims against, shall release, and shall not hold Black Bear Productions LLC and Natural Chimneys Park responsible for any loss or damage to Vendor's property, fixtures, or merchandise belonging to Vendor agents, servants, contractors, employees, licensees, invitees or customers caused by burglary, theft, robbery, vandalism, forced entry, riot or other such acts.

General Provisions & Fees: Black Bear Productions, LLC reserves the right to deny any application without explanation. All vending fees are non-refundable after May 31, 20XX. Should any entry fees not clear our account or not be paid in full, your application will be denied and you will have no right to participate at the event. If Vendor Application is accepted and approved, the undersigned agrees to remit Vending Fee payment of \$250 by May 15, 2013 to:

**Black Bear Productions, LLC
473 W. Bruce St.
Harrisonburg, VA 22801**

If selected, the undersigned agrees to complete set up of the vending location no later than 10:00 AM on July 12, 2013. The name of your business will be marked via a sign. Each vendor shall be responsible for obtaining all licenses and permits, and for complying with all safety, health, and fire codes. Your signature acknowledges that you have read, understand and agree with the information, rules, fees and regulations contained within this application and, if selected, will pay the appropriate fees by May 15, 2013.

Name (Printed): _____

Signature of Applicant: _____ Date: _____

Company Name: _____

DBA: _____