



# Wenatchee River Bluegrass Festival

PO Box 484 Cashmere, WA 98815-0484  
(509) 548-1230 or (509) 548-8663

## VENDOR APPLICATION & AGREEMENT

Name of Business \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

UBI Number \_\_\_\_\_ State Resale Number \_\_\_\_\_

Insurance Company (please submit a "Proof Of Insurance" Certificate from your insurance company with this application)

Name \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Brief Description of Merchandise or Food Items being sold \_\_\_\_\_

\*Please give us a description of the items you want to sell, and send photos or diagrams including dimensions of display area/booth. \* Photos will not be returned.

\*Booth size/area will be agreed upon by Vendor and WRBF prior to acceptance of final contract.

As we are a family oriented festival, those vendors with "adult product", drug paraphernalia or related representations, will not be considered.

All food & beverage vendors are personally responsible for obtaining any/all legally required State of Washington/Chelan County inspection and/or Health Department permits and be able to produce such permits prior their start of business at the WRBF.

All food & beverage concessions using the Chelan County Expo Center "on site" kitchen facilities must comply with the Chelan County Expo Center and Wenatchee River Bluegrass Festival guidelines. Upon WRBF approval, a separate rental agreement (subjected to CCEC charges) will be arranged directly with the Chelan County Expo Center.

The Wenatchee River Bluegrass Festival tries to maintain a secure facility, neither WRBF nor the Chelan County Expo Center assumes responsibility for any of your merchandise and personal property at any time during the festival, including all set up and tear down times. Vendors are responsible for their merchandise and personal items at all times.

## PERTINENT INFORMATION

**Booth Fee & Hold Harmless Agreement:** Full payment (\$100) with check, money order, or cash, along with the Hold Harmless Agreement (see attached) is due upon notification of acceptance no later than June 1<sup>st</sup> of the current festival year.

**Booth Structure:** Vendors are responsible for providing their own booth structures. The booth structure must be self-standing and booths may not be attached to walls.

**Cancellation:** Vendor fees may be refunded (less \$50 processing fee) if the Vendor's cancellation request is received by June 1<sup>st</sup> of the current festival year.

**Refuse and Recyclables:** All recyclable cardboard must be flattened and removed or taken to the recycling bin. Vendors are responsible for bringing a wastebasket for inside the booth. If booth space is not left clean and free of debris, Vendor will not be considered for any future Wenatchee River Bluegrass Festivals. Any clean-up cost incurred will be billed directly to Vendor.

**Fixtures:** Vendors must provide all display implements, such as tables, racks, seating, extension cords, canopy, tent, hoses, lighting etc. The WRBF will arrange for power outlets if requested.

**Vendor Pass:** The WRBF will provide two (2) Wenatchee River Bluegrass Festival passes per exhibitor. Each pass allows access to entire festival area. Additional vendor personnel will receive "Vendor Passes" which excludes admittance into the performance venue.

**Camping:** On site camping available at Wenatchee River Bluegrass Festival rates.

**Pet Restrictions:** Dogs are not allowed on Expo/Fairgrounds under any circumstance.

**Security:** Booth structure and contents, including merchandise and personal property, are the responsibility of the Vendor. The Wenatchee River Bluegrass Festival and Chelan County Expo Center do not assume any responsibility for injury to persons, or loss or damage to any of the property of the Vendor, including theft, accident or acts of God.

**Set Up & Take Down:** Vendors can begin setting up the Friday morning prior to Festival at 10:00am. Set up must be completed by 12 noon Friday. Load out procedures begins after 10am on the final day of the festival (Sunday). All booths, vehicles and vendors debris must be removed from the Festival grounds by 2:00pm Sunday (unless other arrangements have been cleared by the WRBF Board of Directors).

### Other Restrictions:

- Vendors are not allowed to "rove" with their merchandise at any time without a special permit.
- No alcoholic beverages, loud music, televisions or "hawking" are allowed within or in the vicinity of your booth.
- The Wenatchee River Bluegrass Festival name, logo, and theme are trademarked. Any use of these must be preapproved by the WRBF Board of Directors.

### Please Read and Sign This Application:

If I am accepted as a WRFB Vendor, I agree to adhere to all the terms and conditions stated in the application.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

*Signature*



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## VENDOR HOLD HARMLESS AGREEMENT

**VENDOR** agrees to obtain at Vendors sole cost and expense a Comprehensive General Liability insurance policy including, without limitation, coverage to protect against any and all injury to persons or property as a consequence of the installation and/or operation of the equipment and instruments provided by Vendor and/or employees, contractors, and agents, with respect to the activities of Vendor on the premises or any Festival Venue of Wenatchee River Bluegrass Festival and the Chelan County Expo Center.

**VENDOR** \_\_\_\_\_ agrees to indemnify and hold Cashmere Community Concerts and its Board of Directors, dba, Wenatchee River Bluegrass Festival (hereinafter referred to as WRBF) and the Chelan County Expo Center and its management (hereinafter referred to as CCEC), harmless from and against any and all claims, actions, damages, liability and expenses, including but not limited to reasonable attorney's fees, in connection with loss of life, personal injury, bodily injury, and/or damages to property arising from or out of any occurrences in, upon or at the WRBF, 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 WRBF, except to the extent that such claims are caused by the gross negligence or willful misconduct of WRBF or the CCEC. WRBF and the CCEC 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. WRBF and the CCEC 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 WRBF or the CCEC responsible for any loss or damage to Vendor's property, fixtures, merchandise or to 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.

Governing Law: To the maximum extent permitted by applicable law, the provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington without regard to principles of conflicts of law. Each of the parties hereto irrevocably and unconditionally confirms and agrees that it is and shall continue to be (i) subject to the jurisdiction of the state courts of the State of Washington and (ii) subject to service of process in the State of Washington. Each party hereto hereby irrevocably and unconditionally (a) consents and submits to the exclusive jurisdiction of Chelan County District or Superior Court located the state of Washington for any actions, suits or proceedings arising out of or relating to this Agreement or the transactions contemplated by this Agreement (and agrees not to commence any litigation relating thereto except in such courts), and (b) waives any objection to the laying of venue of any such litigation in the Chelan District or Superior Court."

Attorney fees and costs: The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

**VENDOR** shall include Cashmere Community Concerts, dba, Wenatchee River Bluegrass Festival, its Board of Directors, the Chelan County Expo Center, its Management in such policies as Additional Named Insureds. In addition, Vendor acknowledges that neither Cashmere Community Concerts the Chelan County Expo Center, its Board of Directors or management, maintain insurance covering Vendor's property and that it is the sole responsibility of Vendor to obtain business interruption and property damage insurance insuring any losses of Vendor.

AGREED TO ON THIS DATE \_\_\_\_\_

By VENDOR \_\_\_\_\_