



## **GENERAL TERMS OF MERCHANT VENDOR PARTICIPATION AGREEMENT- 3 Pages**

### **Event Blissfield Bluegrass on the River on August 14, 2021**

#### VENDING UNITS

Vendors should have adequate protection for inclement weather, the sun and heat.

#### USE OF ALLOCATED SPACE(s)

1. Southeast Michigan Bluegrass Association (SEMBA) reserves the right of approval for the vending unit and items to be sold. Vendor space which exceeds 10 feet in length and/or 8 feet in height must be pre-approved by SMBMA before the vendor agreement is submitted. Additional fees may apply to larger vending units and may impact vendor spacing.
2. Vendor shall provide adequate personnel for the operating hours of the festival.
3. Vendor may not sell or consume alcoholic beverages.
4. Vendor shall not use noise-making devices or public address systems in or around the grounds, pursuant to the Code of Ordinances of the Village of Blissfield.
5. Vendor shall comply with all laws, ordinances, rules and regulations of any lawful authority, agency or government entity which apply to the use of its vending unit requirements, including any applicable fire and building code of the Village of Blissfield.
6. Vendor agrees to indemnify and hold harmless the SEMBA and the Village of Blissfield its officers, directors, representatives, employees, and agents for all penalties, fines, costs, expenses, damages, from the Participating Vendor's failure to comply with such laws.
7. Vendor accepts decision of SEMBA in disputes between Vendor and any other festival participant or on any matter not covered by this agreement.

#### CARE OF ALLOCATED SPACE AND VENDING UNITS

1. Vendor shall maintain allocated space and vending unit in a neat, safe and orderly condition during the festival.
2. Vendor shall be responsible for set-up and removal of their own equipment, fixtures, inventory and other property. Set-up Saturday, August 14th between the hours of 7:00 – 9:00 am. No set up beginning after 9 am. Vendors may sell until 8:00 pm Saturday. Breakdown should occur on Saturday, August 14<sup>th</sup> between the hours of 8:00 - 10:00pm. The SEMBA is not liable for any property left on the streets. Vendor shall furnish trash containers and bags, and bag all garbage and trash on a regular basis during the festival. At the conclusion, Vendor must remove garbage and equipment from the allocated vending space.
3. Vendor shall surrender allocated space to the SEMBA at the end of the festival in the same condition as when Vendor assumed occupancy and shall pay to the Village of Blissfield such amounts as shall be sufficient to restore such space to the same condition as when Vendor arrived.

#### SECURITY

Vendor agrees that the SEMBA, its officers, directors, representatives, employees, and agents shall have no responsibility whatsoever for any loss or damage to Vendor's equipment, supplies, goods or other property.

LIABILITY

Neither the SEMBA or the Village of Blissfield shall be liable for any loss or damage to the property of Vendor or any of its representatives, employees, agents, patrons and guests, because of fire, robbery, accidents, or any other cause whatsoever that may arise from Vendor's use or occupancy of its allocated space during the festival. Vendor agrees to indemnify and hold harmless representatives, employees, and agents of the festival and/or the Village of Blissfield against any and all claims of any person whomsoever, from acts or omissions of Vendor, its representatives, employees, agents, patrons, or guests. Vendor shall be prepared to continue vending from the allocated space in the event of rain. Bring appropriate coverage. If weather becomes too inclement to operate vending booths, SEMBA will be responsible for making final determination of outdoor operations.

SUBLETTING OR ASSIGNMENT

Vendor shall not sublet, assign or donate allotted space, in whole or in part. Vendor shall occupy only the assigned space.

TERMINATION

SEMBA may, at its election, terminate the Participating Agreement between SEMBA and Vendor any time upon a breach. Upon termination, Vendor shall have no rights and SEMBA shall have no obligations under the said Participating Agreement.

I have read the General Terms of the Vendor Participation agreement and agree to abide by its rules and all terms and conditions set forth therein.

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

## Craft Vendor Application

|   |             |      |
|---|-------------|------|
| Vendor / Business Name:   |             |      |
| Day of Event Contact:   |             |      |
| Address:  |             |      |
| City:   | State:      | Zip: |
| Cell Phone:   | Work Phone: |      |
| Email:  |             |      |
| Preferred form of contact for receiving future vendor applications (place check mark)<br><input type="checkbox"/> email <input type="checkbox"/> home address |             |      |

**Registration fee to participate: \$50 Must be received by August 1, 2021**

**CRAFT and MERCHANDISE VENDORS MUST REMOVE ALL TRASH, a dumpster is available at the rear park entrance.**

Please make check payable and mail to:

Brenda Holdridge  
Treasurer, SMBMA  
10131 County Road N.  
Delta OH 43515-9299

I have read the General Terms of Vendor Participation agreement and agree to abide by its rules and all terms and conditions set forth therein and to comply with rules and regulations set forth by the Village of Blissfield, the Southeast Michigan Bluegrass Music Association and their representatives, employees, and agents. Vendor agrees to indemnify and hold harmless representatives, employees, and agents of the Southeast Michigan Bluegrass Music Association or the Village of Blissfield against any and all claims of any person whomsoever, for the acts or omissions of the vendor, its representatives, employees, agents, patrons, or guests.

SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

## Lost Arts/ Demonstrator Vendor Application

|   |             |      |
|---|-------------|------|
| Vendor / Business Name:   |             |      |
| Day of Event Contact:   |             |      |
| Address:  |             |      |
| City:   | State:      | Zip: |
| Cell Phone:   | Work Phone: |      |
| Email:  |             |      |
| Preferred form of contact for receiving future vendor applications (place check mark) |             |      |
| <input type="checkbox"/> email <input type="checkbox"/> home address                  |             |      |

**Registration fee to participate: \$50 Must be received by August 1, 2021**

Lost Arts demonstrators registration fee may be waived or reduced based on the sales potential of their art and space limitations. Determine your eligibility by contacting Brenda Holdridge, (419) 822-1616 or bholdridge213@gmail.com. We may require photos of your work and references. After confirmation of eligibility, you can submit a registration.

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SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_