

# REDWOOD COAST MUSIC FESTIVALS

## 14<sup>th</sup> Annual Blues by the Bay Art & Crafts Vendor Application

P.O. Box 314, Eureka CA 95502  
Tel: (707) 445-3378; Fax: (707) 445-1240  
www.bluesbythebay.org

**APPLICATION DUE BY June 1, 2010**

PLEASE READ THIS APPLICATION CAREFULLY. YOUR COMPLETED, SIGNED APPLICATION CONFIRMS YOU ACCEPT RESPONSIBILITY FOR COMPLYING WITH ALL REDWOOD COAST MUSIC FESTIVALS (hereafter "RCMF") CITY FIRE DEPARTMENT AND COUNTY HEALTH DEPARTMENT POLICIES AND TIMELINES.

**INFORMATION** All applicants must complete this section. Please print or type.

Name of Concession:			
Name of Contact Person:			
Address:	City:	State:	Zip:
Phone: ( ) -	Fax: ( ) -	Email:	

1. ART & CRAFTS BOOTH FEE (PER 10 FT. X 10 FT BOOTH SPACE) ..... \$250.00

Please note: Booth fees due by June 1, 2010 with this Application  
RCMF does not provide equipment for booth set-up (tables, tents, etc.) or water

If paying by credit card (Visa, MasterCard or Discover ONLY):

Credit Card #: - - -	Expiration Date: /
Signature: _____	

**RCMF USE ONLY:**

Date Rec'd \_\_\_\_\_ Total fee \_\_\_\_\_ Amt paid \_\_\_\_\_ Check# \_\_\_\_\_ Bal Due \_\_\_\_\_  
Prior RCMF \_\_\_\_\_ App \_\_\_\_\_ Rej \_\_\_\_\_ Booth # \_\_\_\_\_



14<sup>th</sup> Annual Blues by the Bay (RCMF)  
ART & CRAFTS VENDOR

**Vendor Helpers List**

Please submit this form no later than August 1, 2010.

Name of Concession:
Name of Contact Person:
Phone: (    )    - <i>Please provide a contact phone number we can use to reach you the day of the festival.</i>

**Vendor Helpers**

Please list the names of up to 4 people that will be helping with your booth for each day of the festival. Passes will be issued only to people listed on the vendor helpers list. Once submitted, only the Vendor of Record can make changes to the list.

**Vendor of Record:**

SATURDAY September 4th	SUNDAY September 5th
1.	1.
2.	2.
3.	3.
4.	4.

# **HOLD HARMLESS AGREEMENT, WAIVER, AND RELEASE**

**\*\*\* SIGN AND RETURN THIS DOCUMENT WITH YOUR APPLICATION\*\*\***

**\*\*\* PLEASE RETAIN A COPY FOR YOUR RECORDS \*\*\***

**ACTIVITY: ART & CRAFTS VENDOR FOR THE 14<sup>TH</sup> ANNUAL BLUES BY THE BAY FESTIVAL TO BE HELD AT HALVORSEN PARK IN EUREKA, CA SEPTEMBER 4TH AND 5TH, 2010, INCLUDING ALL PRE- AND POST-FESTIVAL ACTIVITIES AT SAID LOCATION.**

In consideration for being permitted by the City of Eureka and Redwood Coast Music Festivals (RCMF) to participate in the above activity, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have or which may hereafter accrue as a result of my participation in said activity. This release is intended to discharge, in advance, the City of Eureka (its officers, employees, and agents) and RCMF (its officers, employees, and agents) from and against any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of the City of Eureka (its officers, employees or agents) or RCMF (its officers, employees, and agents).

I understand that the above activity may be of a hazardous nature and/or include physical and/or strenuous exercise or activity, that serious accidents occasionally occur during the above activity; and that participants in the above activity occasionally sustain mortal or personal injuries and/or property damages as a consequence thereof. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in said activity, and I hereby agree to assume any and all risks of injury or death and to release and hold harmless the City of Eureka (its officers, employees, and agents) and RCMF (its officers, employees, and agents) who through negligence, carelessness, or any other act or omission might otherwise be liable to me. I further understand and agree that this waiver, release, and assumption of risks is to be binding on my heirs and assigns.

I further agree to indemnify and to hold the City of Eureka (its officers, employees and agents) and RCMF (its officers, employees, and agents) free and harmless from any loss, liability, damage, cost, or expense which they may incur as a result of any injury and/or property damage that I may sustain while participating in said activity.

I HAVE CAREFULLY READ THIS HOLD HARMLESS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY OF EUREKA AND RCMF, AND I SIGN IT OF MY OWN FREE WILL. (Each participant must personally sign).

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Address: Street, City, Zip**

( ) -  
\_\_\_\_\_  
**Telephone Number**

# REDWOOD COAST MUSIC FESTIVALS

## 14<sup>th</sup> Annual Blues by the Bay

### ART & CRAFTS VENDOR STATEMENT OF POLICY

PLEASE READ THIS STATEMENT OF POLICY CAREFULLY. YOUR SIGNATURE CONFIRMS YOU AGREE TO COMPLY WITH ALL REDWOOD COAST MUSIC FESTIVAL POLICIES AND TIMELINES.

\*\*\* PLEASE RETAIN A COPY FOR YOUR RECORDS \*\*\*

1. **APPLICATION/CONTRACT DEADLINE:** Total fee and completed application must be received by Sunday, July 1, 2010. Applications received after July 1, 2010, may be considered on a space available basis only. Notification of your acceptance or rejection will be mailed to all applicants.
2. **APPLICATION REJECTION POLICY:** RCMF reserves the right to reject any application. A full refund of all fees will be sent with the rejection letter.
3. **APPLICATION CANCELLATION:** A fee of 25% of the total fees may be charged after July 15<sup>th</sup>. Cancellation after August 8<sup>th</sup> may result in loss of all fees paid.
4. **FINAL SELECTION:** RCMF reserves the right to make final selection of all concessions. Vendors who participated in prior Blues by the Bay Festivals will be given first consideration BUT ARE NOT GUARANTEED ACCEPTANCE OR LOCATION.
5. **FEES:** Vendor fees are as stated on the application and due at the time of application. There are no commissions or percentage of sales arrangements.
6. **SPACE LOCATION/SIZE/USE:** 10' X 10' Vendor booth spaces are assigned by RCMF for approved use. Any variations from approved specifications and use are at the discretion of RCMF. RCMF does not allow tents outside the booth area. **Vendor Items are to be kept within the vendor's designated booth space. Vendors will be asked to move items RCMF believes causes safety concerns or impedes traffic.**
7. **HOURS OF OPERATION:** Blues by the Bay is open to the public on **Saturday, September 4<sup>th</sup>, from 9:30 AM until 7:00 PM and on Sunday, September 5<sup>th</sup> from 8:45 AM to 7 PM.** Vendors are required to be open for business on **Saturday by 9:30 AM and on Sunday at 8:45 AM and remain open through show hours to 7 PM.**

8. **MOVE-IN:** Vendors may set up equipment or display on Friday, September 3<sup>rd</sup> starting at 12 Noon; Saturday, September 4<sup>th</sup> starting at 6 AM to 8:30 AM. All vehicles must be moved off of festival grounds by 8:30AM Saturday and Sunday. Overnight security will be provided by RCMF Friday, Saturday, and Sunday nights.
9. **MOVE-OUT:** Vendors may dismantle equipment and displays and move-out starting Sunday, September 5<sup>th</sup> at 7PM.
10. **FIRE DEPARTMENT INSPECTIONS:** *All vendors must have a Fire Extinguisher and proper extension electrical cords and cord protective devices to vend this festival.* (See Fire Department Special Event Booth Safety Sheet attached) Vendor is responsible for compliance with all state and local health and safety regulations and fire codes, and for passing inspection by the regulatory agencies and departments, including the Eureka Fire Department. **Vendor agrees that it will have completed all set-up by 8:30 a.m. Saturday, September 4<sup>th</sup> for inspection by the Fire Marshall.**
11. **SANITATION:** RCMF will provide trash dumpsters and recycling bins. Vendor will keep its area clean and sanitary, and will collect and deposit its trash and recycling into receptacles provided. At the conclusion of the festival, vendor will leave its booth space free of trash or any other items. .
12. **VENDOR EXIT AND RE-ENTRY:** Vendors must use GATE 4 on Friday, Saturday and Sunday to unload equipment and replenish supplies.
13. **VENDOR PARKING:** Each vendor is issued two vehicle passes. Vendor parking will be on the East (bridge) side of Halvorsen Park. To unload and set up, enter at GATE 4. Vehicle passes must be prominently displayed on dashboards. Once food and equipment are unloaded, vehicles must be moved to the Parking Lot designated for vendors. All vehicles must be removed to vendor parking by 8:30AM Saturday and Sunday. Absolutely no parking in the fire lanes at any time.
14. **VENDOR PASSES:** Vendor passes will be issued upon check-in at GATE 4.
  - A. Vendors qualify for one vendor of record and up to four (4) helper passes per day per booth space.
  - B. The Vendor of Record must submit a Vendor Helpers list to RCMF by August 1, 2010 (page 3).
  - C. Passes will be issued at the vendor check-in booth and must be signed for by the person using the pass.
  - D. Passes will be issued only to people listed on the vendor helpers list. Once submitted to RCMF, only the Vendor of Record can make changes to the list.
  - E. A limited number of "extra passes" may be purchased at \$15 per day, if approved by RCMF (based on need).
  - F. Passes will allow entry through the authorized vendor entrance gate only.
  - G. Every Vendor of Record and vendor helper **MUST** have a pass to enter Halvorsen Park. Everyone in a vendor's vehicle **MUST** have a vendor pass. Vendors or vendor helpers found violating the policy may be removed from Halvorsen Park immediately and excluded from subsequent Festivals.
15. **ASSIGNABILITY:** Vendor shall not assign or transfer any interest in this agreement, the vendor space contracted for, nor the performance of any obligations hereunder without the prior written consent of RCMF. Any attempt by Vendor to assign or transfer any rights, duties or obligations arising under this agreement shall be void and of no effect.
16. **SOLICITATIONS & DEMONSTRATIONS:** Solicitations and/or demonstrations by vendors must be confined within their respective booths and/or spaces.
17. **EXCLUSIVITY:** RCMF does not guarantee to any vendor the exclusive right to sell any product. RCMF does retain the exclusive right to sell certain products.

18. **LIST OF PRIMARY ART & CRAFTS TO BE SOLD:** Art & crafts to be sold and prices charged must be approved in writing by RCMF. The Art & crafts Inventory Form (page 2) listing process of the art & crafts items you intend to sell must be completed and submitted with the Application.
19. **CHANGES:** No changes of art & crafts items or approved prices will be allowed. RRCMF reserves the right to close down any vendor who does not adhere to these rules.
20. **ADVERTISING:**
- A. All advertising in any form during the festival must be approved in writing by RCMF in advance of the event.
  - B. Advertising shall include but is not limited to: newspaper ads; flyers; buttons; handbills; posters; banners; signs; and any other printed matter in any form.
21. **PERMITS AND CERTIFICATES REQUIRED:** The permits and documents listed below are required to do business at Halvorsen Park in Eureka, CA by local and state government agencies. Copies proving you have obtained them must be submitted to RCMF by August 1<sup>st</sup>, 2010.
- A. **SELLERS PERMIT:** All vendors are required to collect and pay sales tax. If you are selected as a vendor, you will be required to obtain a State of California sellers permit. This information will be sent to the State Board of Equalization, for verification and fulfillment. If you do not have a seller's permit you will not be allowed to sell products at Blues by the Bay. **Vendor must show proof of obtaining said permit by providing a copy of the permit to RCMF by August 1<sup>st</sup>, 2010.**
  - B. **A signed Hold Harmless Agreement** releasing the City of Eureka and RCMF from any and all liability.
22. **LOST, STOLEN OR DAMAGED PROPERTY:** Vendor agrees that Redwood Coast Music Festivals, its Board of Directors and Staff will not be responsible for any lost, stolen or damaged materials and/or property.
23. **RAIN, COLD, ETC:** The Vendor agrees that RCMF, its Board of Directors and staff will not be responsible for any loss caused by fire, flood, theft, rain, cold, fog or any other elements of nature or man.
24. **HOLD HARMLESS AND INDEMNIFICATION:** Vendor shall defend, indemnify, and hold harmless RCMF, its officers, employees, agents and related parties from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorney's fees arising out of or in connection with the performance of this Agreement hereunder or its failure to comply with any of its obligations contained in the contract documents, except such loss or damage which was caused by the sole negligence or willful misconduct of RCMF.

**I HAVE READ AND AGREE TO COMPLY WITH ALL TERMS IN THIS STATEMENT OF POLICY IF I AM ACCEPTED AS A VENDOR.**

Vendor Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_