



Event Vendor Concession Contract

The parties to this contract are **Blue Ridge Mountains Wine & Jazz Festival** (hereafter "Host") and _____ (hereafter "Vendor").

Whereas, Host is hosting an Event to occur at

58 Boardtown Road, Blue Ridge, GA on June 17, 2017, beginning at **3:00** pm, and has the right to license concessions to vend at and during the Event, and

Whereas, Vendor desires to vend _____ at and during said Event, and

Whereas, Vendor has paid Host the sum of \$ 100.00 for a license to vend at and during said Event.

Paying by Check _____ . or PayPal _____

Now, therefore, the parties agree as follows:

1. Vendor shall have access to the location agreed upon by the parties. (See Guidelines, below)
2. Vendor shall not vend any goods or services other than those described herein at and during the Event without the Host's written consent.
3. Vendor's vending station shall be no larger than **10 x 10** feet or taller than **10** feet; shall be clean and orderly; and shall comply with all applicable laws and regulations. Vendor may park one (1) vehicle near the back side of their booth.
4. Vendor's staff may announce the availability of the goods to be vended only while they are within the confines of the vendor's location. The stage M/C will also be drawing attention to the various vendors throughout the day.
5. Vendor's staff shall be clothed and groomed in a clean, neat fashion and shall conduct themselves in an orderly fashion.
6. No loud music, noise, or sound amplification devices shall be used by vendor's staff at the location.

7. Vendor shall have access to the location for up to **1** hour after the Event's conclusion at **10:00 p.m.** to dismantle and remove all things brought to the location by Vendor. Vendor shall leave the location clean of trash and substantially in the condition it was before Vendor occupied it.

8. Vendor hereby agrees to indemnify and hold harmless the Host against any damages or claims that may arise in connection with Vendor's presence at the Event and Vendor's activities of any kind.

9. Vendor shall have one (1) complimentary ticket to have an assistant attend at your booth.

GUIDELINES

VENDOR SPACE

1. There is no guarantee of placement/location at the venue.

2. Vendor location will not be changed once assigned, unless deemed appropriate by event organizers

3. Vendor space/set-up must look professional. Please bring/provide your own table coverings and/or signage.

- Any signage should be typed/printed and not hand written
- All boxes and other containers used to transport product should be hidden from view

4. All operations related to the Vendor space **MUST** be contained within assigned area and cannot interfere with adjacent space.

5. All walking spaces around your assigned space **MUST** be kept clear and unobstructed at all times, excluding the move-in and move out period.

6. Vendor is certifying that s/he and/or staff will not engage in any activity that would obstruct aisles, pedestrian walkways and/or obstruct another vendor space, including showcasing of merchandise, demos, etc.

7. Vendor agrees to comply by Fire Safety and Fire Marshall Guidelines

8. BRMW&J is not responsible for theft, lost items or damages of any kind.

9. Vendors may bring and use a small generator, as there is no electricity available at the festival site. The sound must be minimal and not be disruptive of the musical performances.

FEES/PAYMENT

1. Upon notification of acceptance as a vendor for the BRMW&J event, an invoice will be prepared and sent to the vendor, via the email address provided on the application.

2. Vendor will have five (5) business days after receipt of invoice in which to submit payment.

4. Upon receipt **and** clearance of payment, vendor will receive a confirmation email from BRMW&J, indicating their acceptance as well as other information. Vendor will NOT be confirmed until such time as payment has been fully processed.

5. Failure on the part of vendor to meet the aforementioned deadline will result in the vendor space opening back up for other vendors.

MERCHANDISE SOLD

- 1. BRMW&J does not guarantee vendor items will be sold or guarantee any amount of revenue that will be generated during the event.
- 2. Vendors are solely responsible for sales and marketing of their merchandise, however, announcements will be made throughout the event to direct guests to visit the vendor booths.
- 3. BRMW&J will not refund vendor fees due to non-sales, or lack thereof of revenue generated by sales.

CANCELLATION.

- 1. Your participation in the BRMW&J event is not considered as confirmed until such time as an acknowledgement, in writing, is received from BRMW&J.
- 3. There will be **NO** refunds of payments for cancellations less than 14 days prior to event.

FAILURE TO CHECK IN/EXHIBIT

- 1. The space will be available for set-up as early as **11:00 am** the day of the event.
- 2. In the event that the vendor fails to check in by **2:00 pm**, the space allocated to him/her on opening day, may be used by the BRMW&J event organizers as they see fit, without any liability or compensation to the vendor whatsoever.
- 3. **CHECK IN/SET-UP WILL NOT BE ALLOWED AFTER 2:00pm.**

RAFFLES ITEMS

As a vendor at the BRMW&J event, we encourage you to donate an item and/or service to the raffles that will take place during the event. We will use the announcement of the giveaway provided by you to highlight your business.

In witness to their agreement to the terms of this contract, the parties affix their signatures below:

Host, signature & date

Vendor, signature & date

*Please make checks payable to **Blue Ridge Mountains Wine & Jazz Festival**. Mail checks to:

1300 Old Highway 5 S
 East Ellijay, Ga 30540

Credit card payments are subject to a 3% service fee.