

LOGANDALE FALL FESTIVAL 2018

MERCHANT VENDOR AGREEMENT

1. Any vendor not abiding by the Logandale Fall Festival Rules and Regulations may be asked to leave the festival and will forfeit his or her booth space and vendor fees.
2. **FESTIVAL HOURS** are THURSDAY 3PM – 8PM, FRIDAY 10AM-8PM, SATURDAY 10AM – 8PM. All vendor sites must be setup and vehicles removed from the venue by 1PM Thursday (opening day). Vendors are expected to be set-up and open for the entire festival. There will be no early closing of booths on any day, except that vendors may begin to clean up and break down during the final concert on Saturday. If you decide to do this, you will not be allowed to haul out. **No vehicular traffic inside the festival grounds will be allowed while patrons are still in attendance at the festival. FESTIVAL WILL BE HELD, RAIN OR SHINE.**
5. No refunds will be given for any reason.
6. Vendors will sell or display only items listed on the approved application. 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. All items sold and displayed must be appropriate for family viewing.
7. Craft vendors/non-profits may not sell food or drinks for consumption at the festival. If you wish to sell food or drinks, you must register as a Food Vendor. Craft vendors may sell sealed containers of jams, jellies, pickles, etc.
8. **SECURITY:** Reasonable security will be provided, but neither the festival, the fairgrounds, nor their representatives, will be responsible or liable for loss, damage, or injury.
9. Any photographs or videos taken of your vendor team on-site become the property of the Logandale Fall Festival and/or its affiliates and may be used for promotional purposes.
10. All vendors must staff their own booths. Festival personnel cannot staff booths for restroom and/or food breaks.
11. **BOOTHS:** Exhibitors must provide their own tents, shelving, tables and chairs. All displays and supplies must stay within the purchased booth space (10'x10' indoor or 10'x15' outdoor). Sidewalks and other designated walkways and exits must be kept clear. Area must be free of trash. Outdoor tents/canopies must be weighted at all four corners (30lb minimum) or staked if not on pavement. No stakes may be driven into the pavement. Tables must be skirted on all sides visible to the public. No boxes, storage containers, or displays are allowed behind, beside, or in front of your booth at any time. If you cannot stay within your paid space, please purchase additional space at time of application.
12. Vendor's staff shall be clothed and groomed in a clean, neat fashion and shall conduct themselves in an orderly manner.
13. No loud music, noise, or sound amplification devices shall be used by the vendor's staff at the festival location.
14. **TAXES:** All vendors are responsible for the collection and reporting of Nevada Sales Tax. Those with valid Nevada tax identification numbers may file their own taxes. **All others must submit taxes to us before leaving the festival.**
15. There will be a \$25.00 Returned Check Fee. No postdated checks will be accepted.
16. **Absolutely NO PETS/ANIMALS except REGISTERED and CERTIFIED Service Animals (with proof of certification) will be allowed on the festival grounds during the open hours of the festival. Pets are allowed in the camping areas for those who have purchased a camping spot.**
17. **VENDORS INSURANCE:** A Certificate of Insurance for general limited liability (minimum \$1,000,000), naming Logandale Fall Festival as additional insured, is mandatory for all vendors, except those that are only distributing

information. This certificate should be emailed to vendors@logandalefallfestival.com at least 7 days prior to the festival. Policies are available for \$50 through American Family Insurance agent Lisa Blair (702)905-4074

18. LIABILITY RELEASE: Vendors agree to indemnify and hold harmless Logandale Fall Festival and it's sponsors, representatives, and volunteers from any and all claims made against same; including without limitation, all costs, liabilities, judgments, expenses, damages or reasonable attorney's fees, arising out of or in connection with: (1) any structure erected by Vendor; (2) any apparatus, equipment or personal property used by Vendor; (3) any act or omission to act of Vendor, its agents, invitees, participants, representatives, employees, servants and assigns; and (4) any claims made on account of or resulting from vendor's participating in the festival to include but not limited to any and all injuries suffered by vendor, vendor's team, or vendor's guests (including death) to the person or property of another excepting only claims based upon Logandale Fall Festival's sole negligent or intentional acts.

Your signature is a commitment to the Festival and that you agree to abide by the 2018 Logandale Fall Festival Vendor Rules and Regulations.

Vendor Authorized Signature: _____

Business Name: _____ Date: _____

Make Checks Payable and mail to:

Logandale Fall Festival

PO Box 858

Logandale, NV 89021

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FOOD VENDOR AGREEMENT

1. Any vendor not abiding by the Logandale Fall Festival Rules and Regulations may be asked to leave the festival and will forfeit his or her booth space and vendor fees.
2. **PERMITS:** All food vendors must have valid Southern Nevada Health District Permits. Inspections will be conducted.
3. **FESTIVAL HOURS** are Thursday 3-8pm, Friday 10am-8pm, Saturday 10am-8pm. All vendor sites must be setup and vehicles removed from the venue by 1 pm Thursday October 18th. Vendors are expected to be set-up and open for the entire festival. **Set-up/check-in arrangements will be made by appointment.** There will be no early closing of booths on any day, except that vendors may begin to clean up and break down during the final concert on Saturday. If you decide to do this, you will not be allowed to haul out. No vehicular traffic will be allowed while patrons are still in attendance at the festival. **FESTIVAL WILL BE HELD, RAIN OR SHINE.**
5. No refunds will be given for any reason.
6. Vendors will sell or display only items listed on the approved application. 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. All items sold and displayed must be appropriate for family viewing. We cannot guarantee exclusive vending rights. (There may be other vendors selling similar items.)
7. **SECURITY:** Reasonable security will be provided, but neither the festival, the fairgrounds, nor their representatives, will be responsible or liable for loss, damage, or injury.
8. Any photographs or videos taken of your vendor team on-site become the property of the Logandale Fall Festival and/or its affiliates and may be used for promotional purposes.
10. All vendors must staff their own booths. Festival personnel cannot staff booths for restroom and/or food breaks.
11. **BOOTHS:** All food vendors will be outside. Exhibitors must provide their own tents, shelving, tables and chairs. All displays and supplies must stay within the purchased booth space. Sidewalks and other designated walkways and exits must be kept clear. Area must be free of trash. Outdoor tents/canopies must be weighted at all four corners (30lb minimum) or staked if not on pavement. No stakes may be driven into the pavement. Tables must be skirted on all sides visible to the public. No boxes, storage containers, or displays are allowed behind, beside, or in front of your booth at any time.
12. Vendor's staff shall be clothed and groomed in a clean, neat fashion and shall conduct themselves in an orderly manner.
13. No loud music, noise, or sound amplification devices shall be used by the vendor's staff at the festival location. **No power generators allowed.**
14. **TAXES:** All vendors are responsible for the collection and reporting of Nevada Sales Tax. Those with valid Nevada tax identification numbers may file their own taxes, but must submit completed tax forms to us before leaving. **All others must submit taxes and form to us before leaving the festival.**
15. There will be a \$25.00 Returned Check Fee. No postdated checks will be accepted.
16. **Absolutely NO PETS/ANIMALS except REGISTERED and CERTIFIED Service Animals (with proof of certification) will be allowed on the festival grounds during the open hours of the festival. Pets are allowed in the camping areas for those who have purchased a camping spot.**
17. **VENDORS INSURANCE:** A Certificate of Insurance for general limited liability (minimum \$1,000,000), naming Logandale Fall Festival as additional insured, is mandatory for all food vendors. This certificate should be emailed to

vendors@logandalefallfestival.com at least 7 days prior to the festival. Policies are available through American Family Insurance agent Lisa Blair (702)280-4724.

18. LIABILITY RELEASE: Vendors agree to indemnify and hold harmless Logandale Fall Festival and its sponsors, representatives, and volunteers from any and all claims made against same; including without limitation, all costs, liabilities, judgments, expenses, damages or reasonable attorney's fees, arising out of or in connection with: (1) any structure erected by Vendor; (2) any apparatus, equipment or personal property used by Vendor; (3) any act or omission to act of Vendor, its agents, invitees, participants, representatives, employees, servants and assigns; and (4) any claims made on account of or resulting from vendor's participating in the festival to include but not limited to any and all injuries suffered by vendor, vendor's team, or vendor's guests (including death) to the person or property of another excepting only claims based upon Logandale Fall Festival's sole negligent or intentional acts.

Your signature is a commitment to the Festival and that you agree to abide by the 2018 Logandale Fall Festival Vendor Rules and Regulations.

Vendor Authorized Signature: _____

Business Name: _____ Date: _____