



# Southeast Michigan Bluegrass Music Association

Working Together to Preserve and Promote Bluegrass Music

SMbluegrass.org



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

### Event Blissfield Bluegrass on the River on August 18,2018

#### 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; a self contained tent that is no more than 10 feet in length and 8 feet in height. SEMBA reserves the right of approval for items to be sold, and the specific price to be charged for each item to insure value and consistency.
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 unity 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. Vendor property in the back of the booth must be stacked/stored to maintain an appropriate appearance in front of the downtown business.
2. Vendor shall be responsible for set-up and removal of their own equipment, fixtures, inventory and other property. Set-up Saturday, August 18th between the hours of 7:00 - 10:00 am. No set up beginning after 10 am. Vendors may sell until 8:00 pm Saturday. Breakdown should occur on Saturday, August 19<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. Vendor acknowledges awareness that street sweepers and washers may come through the street after the festival and may cause damage to any remaining equipment, fixtures, etc.

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: \_\_\_\_\_



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## 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 June 1, 2018

Lost Arts demonstrators may register free on a first come-first served basis and based on space limitations. You must contact SMBMA at 248-890-8918 or smbluegrass.org to confirm eligibility. We may require photos of your work and references. After confirmation of eligibility, you can submit a registration.

### CRAFT and MERCHANDISE VENDORS MUST REMOVE ALL TRASH

Please make check payable and mail to:

Southeast Michigan Bluegrass Association  
 C/O Tim Jackson  
 12400 Sikorski Rd  
 Willis, Michigan 48191

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 \_\_\_\_\_