



VENDOR APPLICATION AND AGREEMENT

Please print legibly OR type

Vendor name as it will appear:

Legal name of your business (“Vendor” or “You”):

Business owner:

Contact person day of event:

Mailing address (Street, City, State, Zip):

Business Phone Number:

E-mail:

Proposed use of space:

Proposed items:

Pricing

Vendors: \$450 = 10’ x 10’ space, 8’ table, two (2) chairs, 110 amp power, wifi connection, with two (2) working passes

Please indicate the following:

Vendor Fee: ___ (10’ x 10’ booth spaces) x \$450 = \$ _____

TOTAL AMOUNT DUE \$ _____

*If approved for booth space, AC Entertainment, LLC (“Festival Operator”) will send an invoice for the total amount due above, payment due upon receipt. If payment is not received by **August 9th, 2019** the booth space reservation will be cancelled.*

NOTE: FOR THE 2019 MOON RIVER FESTIVAL (“FESTIVAL”), ONLY TENNESSEE BASED COMPANIES WILL BE ACCEPTED FOR VENDING SPACE. IF YOUR COMPANY IS NOT PRIMARILY BASED IN THE STATE OF TENNESSEE, PLEASE DO NOT SUBMIT AN APPLICATION, AS IT WILL NOT BE CONSIDERED.

Please send a photograph or weblink of your work for our review.

A BOOTH RESERVATION WILL NOT BE CONSIDERED COMPLETE UNTIL ALL BOOTH AND EQUIPMENT FEES ARE PAID IN FULL AND A FULLY EXECUTED APPLICATION/AGREEMENT IS RECEIVED BY FESTIVAL OPERATOR.

NOTE: COMPLETION OF THIS APPLICATION AND AGREEMENT DOES NOT GUARANTEE BOOTH SPACE AT THE EVENT. FESTIVAL WILL REVIEW THIS APPLICATION AND IF YOUR BUSINESS IS APPROVED, FESTIVAL OPERATOR WILL NOTIFY YOU TO CONFIRM A BOOTH SPACE RESERVATION.

VENDOR AGREEMENT

1. Print out/complete this agreement in full.
2. Complete and submit the full agreement with photos or weblink to:

Electronic:

craftvendors@moonriverfestival.com

Mail:

Moon River Festival
ATTN: Vendors
900 S Gay St, Suite 1001
Knoxville, TN 37902

***Please note that electronic submissions are preferred.**

3. If you have questions about application procedures or the Festival, please contact craftvendors@moonriverfestival.com.
4. Vending space is limited and expected to sell-out. With that in mind, please complete Your application as soon as possible. Applications will not be accepted once vending space is sold out, or later than **August 1st, 2019**.
5. Vendor’s booth fee is **\$450.00 per booth**. Vendor will be provided with a 10’x10’ white tent that matches the look and feel of the entire Festival. Any additional tents or structures are not permitted unless approved by Festival Operator in advance. Vendor may request access to electricity if necessary. Please write in Your needs below. You will be provided with two (2) chairs and an 8’ table. Upon request, Festival Operator may also be able to provide additional chairs and tables, based upon availability. Please note that if Your electrical requirements exceed basic 1/10 outlets, Festival

Operator needs to know upon acceptance of Your application. Any/all additional items and equipment are Your responsibility, including, but not limited to: lights, weights, etc.

Electrical Requirements

_____ # circuits
_____ amperage
_____ phase
_____ volts / watts

6. Please note that Your space will not be confirmed until full payment has been received. All payments must be received no later than ***August 9th, 2019***.
7. Festival Operator reserves the right to assign the location of all vendor booths in its sole discretion. Vendor booths will be located on the Walnut Street Bridge above the Festival site. **The craft vendor area will be open to the public and to Festival patrons.** A map showing booth locations will be supplied to Vendor in advance, along with two (2) informational advances covering everything You need to know (e.g. load-in, times, etc.). **Festival Operator will be providing security and local police to patrol the area, however, Vendor acknowledges and agrees that Festival Operator cannot guarantee the safety of Vendor or its Materials (as defined below) and assumes no associated liability.**
8. Photographs or weblink of Your work/wares are **required** to be submitted with this agreement. You **may not** sell items that haven't been approved on this agreement, so please make sure Your list is accurate and complete.
9. Vendor is responsible for any and all sales tax payments.
10. Festival Operator will provide branded signage. All signage will be constructed and set-up prior to gates opening.
11. Vendor's entire setup must fit within the designated 10' x 10' booth space or an additional booth space fee will be charged.
12. Your vendor coordinator will escort You into the vending area and show You Your space. Vendor will be on the bridge overlooking the Festival and will not be on Festival grounds. This is important, to minimize impact on the property and traffic congestion. Parking needs will be determined during advance. Do not leave Your vehicle unattended during load-in or load-out. It may have to be moved if it is blocking a production route. All vehicles are subject to search before the entrance to the property is granted.
13. Vendor will receive two (2) working passes for the Festival. Additional working passes may be purchased at a preferred rate, up to four (4) total. All working passes must be used by Vendor personnel to staff its booth and cannot be sold or otherwise provided to any other persons. The transfer of such passes to any unauthorized person shall cause Vendor to be removed from the Festival and barred from further operations.
14. **Please note** that if Vendor wishes to sell glass items of any kind it must be explicitly approved by Festival Operator in each instance. If glass items are permitted by Festival Operator, then Vendor will be required to post a sign at its booth stating that glass items are explicitly prohibited within the

Festival site. If Vendor sells or attempts to sell glass items without Festival Operator's approval then Vendor will be removed from the Festival and barred from further operations.

15. Absolutely no food or drink is permitted to be sold by Vendor in order to avoid conflict with an exclusive Festival partner. Furthermore, please list Your merchandise as specifically as possible, to ensure that Your items are not in conflict.
16. Festival Operator reserves the right to ban any item and/or seller not in compliance with Festival rules and regulations and at the discretion of Festival staff. In the event of removal from the Festival, Vendor waives all rights to refunds as well as its other rights and remedies at law or equity.
17. Cancellations must be submitted in writing to:

Moon River Festival
ATTN: Vendors
900 S Gay St, Suite 1001
Knoxville, TN 37902

Cancellations received on or before **August 9th, 2019** will receive a refund of booth fees minus a \$50 administrative fee. Cancellations received after **August 9th, 2019** WILL NOT receive refunds.

18. Vendor agrees, warrants, and represents to Festival:

- a. To abide by all rules and provisions as specified in this agreement and application in addition to any other rules or guidelines provided by Festival Operator in association with the Festival.
- b. To follow all guidelines regarding set-up, tear-down, hours of operation. Official details on these items will be distributed in two (2) e-mail advances.
- c. All tents will be supplied by Festival Operator unless otherwise approved. Any tents must be manufacturer-certified fire resistant and have the original manufacturer's tag. Tents must be firmly secured.
- d. To acquire and have available at vending booth(s), copies of all permits, licenses, insurance documents, and safety equipment that are required by Festival Operator, and all federal, state, county, and city government agencies.
- e. Before leaving site to place all trash, recycling and composting into Festival containers or plastic garbage bags for pickup by Festival's trash collection service following Festival.

19. "Force Majeure" is an event or realistic threat thereof, beyond a party's reasonable control, which would make the performance of such party's obligations impossible or impracticable, including, but not limited to, war, fire, earthquake, strike, act of God, governmental authority, civil unrest, epidemic, unavoidable interruption or delay of transportation provided all means of transport have been exhausted due to a "Force Majeure" event. Neither Festival Operator nor Vendor shall be liable to the other for failure to perform their obligations as a result of a "Force Majeure".

20. Vendor will be responsible for any and all damages, injuries, claims, charges, and costs, whether tangible or intangible, to persons or property (including any injuries to employees and agents of third parties or any damages to property owned or licensed by third parties) that in any way arise out of or relate to the performance of Vendor's operations at the Festival whether performed by

Vendor or any other persons/entities under the Vendor's control or direction. Furthermore, Vendor is responsible for the commercially reasonable costs and expenses incurred in connection with any damages or injuries (whether or not covered by insurance) related to the acts or omissions of Vendor and/or anyone under the control or direction of Vendor.

21. To the fullest extent allowable by law, Vendor expressly agrees to indemnify, defend and hold harmless AC Entertainment, LLC, the city of Chattanooga, ACSH-JV, LLC, and their respective parents, subsidiaries and affiliates and each of their respective officers, directors, owners, employees and managers (the "Indemnified Parties"), from and against any and all claims, demands (whether rightful or baseless), losses, costs, expenses, obligations, liabilities, damages, recoveries, awards and deficiencies, including, without limitation, interest, penalties, and reasonable attorney fees and costs, and expert witness fees, that the Indemnified Parties incur or may incur or suffer and that arise out of or are related to Vendor's acts or omissions in relation to the performance or non-performance of any of its obligations in this Agreement, or Vendor's breach of any of its obligations under this Agreement. Vendor's duty to defend the Indemnified Parties shall arise immediately upon demand for a defense by any of the Indemnified Parties and shall not be dependent upon a finding of any fault by Vendor. Each of the Indemnified Parties shall have the right to select counsel of their choice to defend each of them.
22. Except as otherwise noted herein, Vendor shall furnish or provide all of the materials (including, but not limited to sellable product, equipment, supplies, etc.) and all other items necessary to operate its booth and perform its obligation stated herein (the "Materials"). Vendor shall retain ownership of all of the Materials and all risk of loss thereto shall be borne solely by Vendor. Vendor shall be solely responsible for maintenance of the Materials. During load-out Vendor shall promptly remove all of the Materials from the Festival site. If Vendor fails to remove any of its Materials, Festival Operator may, at its option, either remove and dispose of any or all of the same at Vendor's expense or retain the same, in which latter event all right, title and interest therein shall pass to and vest in Festival Operator. **For avoidance of doubt, Festival Operator assumes no liability whatsoever for any Materials that are damaged, lost, or stolen.**
23. UNDER NO CIRCUMSTANCES WILL FESTIVAL OPERATOR BE LIABLE TO VENDOR IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES THAT RESULT FROM FESTIVAL OPERATOR'S PERFORMANCE OR NON-PERFORMANCE HEREUNDER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, EVEN IF FESTIVAL OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
24. Vendor agrees to provide commercial general liability insurance, from a qualified A minus VII or better by A.M. Best, Inc. rated carrier in an amount no less than \$1,000,000 per occurrence and \$1,000,000 per aggregate event for injuries to persons or damage to property caused by Vendor, its agents, employees, contractors or guests, in connection with the performance of its obligations hereunder. Vendor agrees to name the following parties as follows as additional insured on the above referenced policy:
AC Entertainment, LLC; the City of Chattanooga; Triple 8 Management; Magnolia Record Club; Magnolia Music; ACSH-JV, LLC; Live Nation Worldwide, Inc.; and all of their direct or indirect owners, parents, subsidiaries, related companies, officers, managers, employees, agents, directors, attorneys, contractors and other advisors of the above are listed as additional insured as their interests may appear with respect to the actions of the named insured, Vendor's insurance will be primary and non-contributory.

In addition, Vendor must carry product liability coverage, statutory workers compensation coverage, and auto liability coverage in the amount of \$1,000,000 for any vehicles used by Vendor, whether owned or non-owned by Vendor. Each policy of insurance shall insure the indemnity provisions of this Agreement.

Certificates for all such insurance, naming the additional insureds as enumerated above, shall be delivered to Festival Operator the earlier of thirty (30) days prior to (i) the Festival, or (ii) commencement of services. Please have your insurance certificates e-mailed to: contracts@acentertainment.com. Failure of Festival Operator to receive the proper certificate of insurance, or failure of Vendor to maintain the proper insurance, shall be a default of this Agreement and Festival Operator shall have the right to terminate this Agreement for such default without notice to Vendor and without an opportunity for Vendor to cure. Festival Operator's failure to request, review, or object to the terms of such certificates of insurance shall not be deemed a waiver of Vendor's obligations or Festival Operator's rights hereunder. The indemnity provisions contained herein shall survive any termination of this Agreement.

The certificate holder section on Vendor's COI shall read as follows:
AC Entertainment, LLC
900 South Gay Street, Suite 1001
Knoxville, TN 37902

- 25. This agreement shall be interpreted, enforced and governed under the laws of the State of Tennessee, excluding its principles of conflicts of law. The proper exclusive venue for resolution of any dispute related to this Agreement is only in Knox County, Tennessee and Vendor consents to the jurisdiction and venue in Knox County, Tennessee.
- 26. Vendor agrees that it shall, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities including but not limited to, those of the United States of America, State of Tennessee, City of Chattanooga, Hamilton County, as well as all local and regional governmental agencies (including Board(s) of Health) in connection with its performance of its obligations hereunder and shall obtain all licenses, registrations or other approval required in order to fully perform its obligations hereunder.
- 27. All of the terms of this Agreement shall apply to, be binding upon, and inure to the benefit of the parties hereto, their successors, assigns, heirs, and legal representatives, and all other persons claiming by, through, or under them. Vendor shall not have the right to assign or transfer this Agreement, or any provision thereof, without the express written approval of Festival. Any assignment in violation of the foregoing shall be deemed null and void.

By signing below Vendor acknowledges that it has read the terms of this agreement and agrees to be bound by all terms contained herein.

X _____
Signature of Authorized Vendor Representative

X _____

Print Name of Representative

X

Print Title/Position of Representative