

WEST FORKS RIVERFEST VENDOR AGREEMENT 2024

Event Name: _____ Date: _____
Business: _____
Contact: _____
Address: _____
City: _____ State: _____ Zip code: _____
Phone: _____ Email: _____
Insurance Carrier: _____

VENDOR TYPE:

	Food/Beverage (Free)	\$50
	Food/Beverage (Sales)	\$100
	Non Profit	\$ 0
	Retail	\$100
	Art & Crafts	\$100
	Information/Promotion	\$50
	Amusement Device	\$50
	Whitewater Companies	\$50

	T-shirt sponsorship	\$50
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VENDOR SPACE AND SET UP:

LOAD IN	Friday 9 th 9am to Saturday 10 th 10am
LOAD OUT	Sunday 11 th 9pm to Monday 12 th 3pm

- DRIVING ACCESS: Perimeter access only.

1. TENTS

Dimensions:

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- All tents are to be anchored to withstand the elements of weather and collapse.
- All cooking appliances or any devices with open flames or heating elements must be on the outer edge of the tent, preferably the rear or sides of the tent
- All electrical appliances shall be installed & maintained in accordance with good fire safety practices.

- ## 2. MOBILE UNITS

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Vendors will be limited to two personnel free of charge. Additional persons will need an admittance fee.

[illegible]

VENDOR AGREEMENT

This Vendor Agreement is effective as of _____ by and between Dead River Productions, LLC (hereinafter "DRP") and _____ ("Vendor").

PURPOSE: DRP agrees to provide Vendor with space to conduct Vendor's business at the West Forks River Fest ("Fest") on August 10-11, 2024.

HOURS OF OPERATION: Vendor shall conduct business at the Fest between the hours of 11 a.m. to 9 p.m. each day the Fest is in progress. Vendor shall have the opportunity to set up facilities at the Fest before the event commences and remove its facilities after the Fest is over but all of Vendor's facilities/supplies/waste must be removed from the location by 3 p.m. on August 12, 2024. Vendor is responsible for cleaning and maintaining the space assigned to it in an organized and neat manner. This includes removing all trash from the site. Additional fees may be charged if Vendor fails to leave the space in the same condition as before the Fest.

FEE: Vendor shall pay DRP a fee of \$ _____ for occupancy of the space due on or before August 10, 2024. Vendor can have **two staff** admitted to the event without any additional fees. More than two staff with the Vendor shall require additional admission fees.

QUALITY PRODUCTS: Vendor shall ensure proper quality of all goods and services sold at the Fest and shall comply with all local and state laws/regulations applicable to vendor's sales.

EMPLOYMENT OF STAFF: Vendor shall employ adequate staff at the Fest at its own cost in order to operate the space provided.

INSURANCE: Vendor is solely responsible for obtaining insurance coverage on property brought to the Fest and assumes all responsibility for items left at the space. DRP is **not** liable for Vendor's lost, stolen or damaged property and shall not be carrying insurance to cover Vendor's lost, stolen or damaged property.

INDEMNIFICATION: Vendor agrees to indemnify and hold DRP and Noah Hale harmless from all claims, losses, expenses, property and bodily injury claims, fees including attorney's fees, costs, and judgments that may be asserted against Vendor that results from the acts or omissions of Vendor and of Vendor's agents, employees or representatives. Vendor shall be solely responsible for insuring all applicable laws/regulations/rules are followed and complied with in selling and presenting Vendor's products and services at the Fest.

HAZARDOUS MATERIALS AND SITUATIONS: Vendor agrees not to bring onto the premises of the City any material, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to or death of, any person on such premises.

THE TOWN OF WEST FORKS/DEAD RIVER PRODUCTIONS LLC NOT LIABLE FOR LOSS OR DAMAGE: The Town of West Forks/Dead River Productions LLC shall not be liable for any loss or damage to machinery, equipment, merchandise, paraphernalia, costumes, clothing, booths, stands, exhibit materials, or any other property of the Vendor, or Vendor's agents, employees, patrons, or guests, caused by theft, riots, strikes, civil commotion, fire, acts of God, or any other cause of whatever kind of nature. The Town of West Forks/Dead River Productions LLC shall not be responsible for charges or expenses on any materials, merchandise, properties, printed or advertising matter or otherwise, delivered for the Vendor. The Town of West Forks/Dead River Productions LLC will not receive materials on behalf of a Vendor.

ADDITIONAL PROVISIONS:

1. This is the entire Agreement between the parties and no other promises (oral or otherwise) in any other agreement, written or otherwise, are valid and enforceable.
2. This Agreement may be modified or amended only in a writing signed by the parties.
3. This Agreement shall be construed in accordance with the laws of the State of Maine.
4. Vendor may not assign or transfer this Agreement without the prior written consent of DRP.

Date: _____

Vendor

Date: _____

Dead River Productions, LLC
By its Managing Member,
Noah Hale

Please make check or money order payable to the **DEAD RIVER PRODUCTIONS LLC**. Send your remittance with the agreement filled out and signed to **DEAD RIVER PRODUCTIONS LLC, 2901 US RTE 201, WEST FORKS, ME 04985**.

If you have questions, please contact us 207-349-0120/207-349-0412.