

Please read the following requirements and fill out the information section located at the bottom of this form. Make sure the information is accurate and complete. Incomplete or erroneous information may result in denial of your vending application. Please help us to maintain a clean and safe vending environment.

- 1. Festival Date: **Saturday, August 19th, 2017** From **12:00pm** to **7:00pm**
- 2. Festival Location: **fourth Street between Bancroft way and Alston way.**
- 3. Deadline: Vendor applications & fees must be submitted by August 9th 2017. 10 days before the event
- 4. Refund Policy: If a withdrawal is made **10 days or more prior to the day of the event**, Vendor can receive a 50% refund of fees or apply 100% of fees as credit towards the following year's event. If the withdrawal is made **7 days or less from the day of the event**, no refunds will be given as all funds are committed to the production, promotion, marketing and advertising of the event.

All refund requests must be made in writing and received by our office via fax, email or mail. Please cite reason from withdrawal. If weather, acts of God or other circumstances beyond the control of the Berkeley Art and Music Fair causes the event to be canceled, fees will not be returned. The Berkeley Art and Music Fair cannot be held liable by Vendors for the failure of the event to take place or if Vendor is a "no-show".

- 5. Space Assignment and Final Instructions: Accepted Vendors will receive a final information packet no later than **August 12-15**. This will include space assignment, operational schedule and load-in/load-out instruction.
- 6. Payment Options: Payments can be made via Credit Card, Paypal, any orders or cash in person. **Money Orders Payable to:** Outta Pocket . **Please Note on the Memo Line:** [Your Company Name]
- 7. Application & Payment Submission: Please make a copy of all three pages for your records.
Email: Info@bamfair.com or **Mail To** 2333 grant st Berkeley ca 94703
- 8. For Additional Information: Please Contact us at **510-2925766** or via email at **info@bamfair.com**

I have read the vendor guidelines and instructions and by signing below I agree to the terms and conditions set above.

Vendor Printed Name_____

Vendor Signature_____

Date_____

Business/Organization Name:

Contact Name:

Address:

City/State/Zip:

Contact Number:

Email:

Facebook.com/ _____ Twitter @ _____ Instagram
@ _____

Website: _____

Description of Booth:

Signature: _____ Date Signed: _____

QTY	ITEM <i>(Vendor Spaces are 10'x10 and do NOT include Tents, Tables or Chairs)</i>	FEES Before 9/1/15		TOTAL FEES
	Corporate Vendor Space (National/Regional Organizations)	\$350		
	Food & Drink Vendors	\$60+ TFF Fee		
	Local Vendor Space (this includes all Gov. Agencies, Retail Stores & Small Businesses)	\$100		
	Artists / hand made products or Non-Profit (Proof of 501(c)(3) required)	\$50		
TOTAL				

VENDOR RELEASE & HOLD HARMLESS AGREEMENT

This agreement is entered into by and between Berkeley Art & Music Fair , herein after referred to as "BAMF"

and _____

DBA: _____ herein after referred to as the "Vendor".

The purpose of this release is to identify the rights and liabilities of the patties to this agreement on the subject of the space that will be provided to Vendor at the BAMF herein after the "Event". This space is provided for the following purposes: for the display and sale of arts and/or crafts; for the sale of food and food products; for advertising or information of services and/or goods by small businesses, or commercial services and; for distribution of information by non-profit corporations. The specific use of the booth will be identified by the Event application filed by Vendor together with this Release and Hold Harmless Agreement.

BAMF does not participate in the construction, or assembly of the individual Vendor's exhibit and Vendor agrees and understands that BAMF will only provide Vendor with space at the event. Vendor will be fully responsible for the setting up and removing of all equipment or other property, and for cleaning the premises following completion of the Event. Vendor agrees to return the premises to BAMF in the same condition as the premises were delivered to it. For the purposes of this agreement, the term "participation" shall include, but not be limited to, the delivery of equipment, merchandise, structures and products to Vendor's designated location; the set up and display of any structure to display arts or crafts and; the dismantling and removal of all such items from the area provided by or through BAMF, its agents, employees and assignees.

Vendor agrees to adhere at all times to all rules, regulations and policies of BAMF and to follow all directions and instructions of its officials, including its Security Personnel. Vendor does hereby release, relieve, discharge, indemnify and hold harmless BAMF, its officers, agents and representatives, from any and all liability or claim of liability, whether for personal injury, property damage, or otherwise, arising out of or in connection with

Vendor's access to and use of the assigned space at the Event, including any parking facilities.

Vendor accepts full responsibility for the acts and omissions of its employees, agents, representatives, and independent contractors during its use of the assigned space and hereby expressly assumes any risk of harm to the Vendor arising out of its participation in BAMF, including any risk resulting from the particular location of the space designated to Vendor by BAMF. Vendor hereby indemnifies and holds BAMF, its agents, employees, assignees and servants from any and all claims, including costs and attorney's fees resulting from, or arising out of, said Vendor's participation in this Event.

This agreement shall be effective immediately upon execution and shall continue in effect throughout the Event period. By signing below, vendor acknowledges that it has read and understands this Release.

Vendor Signature Printed Name

Title Date