

2010 AUGUSTA RIVERFEST REGATTA
JULY 23, 24, and 25, 2010
VENDOR APPLICATION AND CONTRACT

APPLICATIONS MUST BE IN NO LATER THAN JULY 10, 2010

(I, We) the undersigned apply for exhibition space subject to the rules and regulations governing exhibitors as shown on the 2010 contract rules and regulations.

IMPORTANT:

All crafts must reflect originality and must be indicative of the artist or craftsperson represented. (ABSOLUTELY NO FLEA MARKET ITEMS!) This will be enforced.

PLEASE COMPLETE ALL OF THE FOLLOWING INFORMATION:

NAME _____

BUSINESS NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CELL PHONE _____ HOME PHONE _____

Email address: _____ website: _____

Vendor Type: Please check those pertaining to your business and give a detailed description. Please use the back of the page if you need more space

_____ Quilting _____ Basketry _____ Ribbon Crafts _____ Weaving _____ Wood Crafts
 _____ Food _____ Pottery _____ Painting & Sketching _____ Other (Specify below)

DESCRIPTION: _____

_____ \$35.00 Exhibitor space (16 ft. frontage – 10 ft. in depth)
 _____ \$100.00 Food space (16 ft. frontage)
 _____ Food Booths please indicate water needs. _____
 _____ \$35.00 Electric – please specify voltage and how you will be plugging in.

TOTAL \$ _____ MAKE CHECK PAYABLE TO: THE CITY OF AUGUSTA

 (Signature)

 (Date)

FOR MORE INFORMATION CONTACT:
 Doug Padgett/Susan Keuper - (606) 756-2183 OR
 Betty McClanahan – (606) 756-3378

FOR OFFICIAL USE ONLY

Date Received: _____ Amount Enclosed: _____ Check No. _____

2010 CONTRACT

This contract, between the City of Augusta, Kentucky, acting by and through its Mayor and the Riverfest Regatta Committee, (City) and _____

(Exhibitor)

of _____

(Exhibitor Address)

That for and in consideration of the payment of the sum of \$ _____. The City agrees to let and the Exhibitor agrees to rent the following described space:

16 ft. frontage – 10 ft. in depth (this is exact – if you wish more space you must rent more than one space).

For the purposes herein set fourth, only, for the period from July 23rd through July 25th, 2010, subject to the following terms and conditions:

I. **SCOPE OF CONTRACT:** This contract is made subject to the following rules and regulations, which are a part hereof.

II. **SPACE AGREEMENT:** This space as stipulated in this contract is used during the RIVERFEST REGATTA solely for the exhibit named in this contract, which shall consist of the following description of items to be sold:

III. **REASSIGNMENT OF SPACE:** No exhibitor shall assign, sublet or apportion the whole or any part of this space allotted herein without the written consent of the City.

IV. **USE OF SPACE:**
(A) Exhibit space is to be used solely for display of product, service and merchandise.
(B) No Exhibitor, other firm, corporation or individual shall advertise or distribute literature concerning the product of any other firm, corporation, or individual except as specified in this contract for space.

V. **RESTRICTIONS:** The City reserves the right to restrict exhibits which, because of noise or for any reason, become objectionable, and also to prohibit or evict any exhibit that in his judgment may detract from the general character of the Riverfest Regatta. **All exhibits of crafts, etc., must reflect originality and must be indicative of the artistry of craftsmanship of the person represented. ABSOLUTELY NO FLEA MARKET ITEMS WILL BE PERMITTED such as resale items made in China, Korea, etc.** In the event of such restrictions or evictions the City shall not be liable for refunds of any kind. The height of the rear booth partition must not exceed eight feet in height. Side partitions on the booth may be eight feet high; half in depth or booth from the back of the booth, but remainder of the partition must be no higher than three feet. No partition across the front of the booth may be higher than three feet. The request changes in the method of display if it is objectionable to an adjoining Exhibitor or Management under the above rules indemnify and to save harmless, The Riverfest Regatta Committee, The City of Augusta and service contractors from and against any and all claims, demands, cause or action suits or judgment (including reasonable attorney fees, cost and expenses incurred in connection there within) for death or injuries to persons or for the loss of or

damage to property arising out of or in connection with the use and occupancy of the Exposition area or the demised exhibit and display space or spaces by the Exhibitor, his agents, servants, employees, contractors, licenses, or invitees and not caused by the negligence of its officers, agents, employees, and servants. In the event of any claims made or suits filed, the City shall give Exhibitor prompt written notice, by certified mail, to the address stated on the Exhibit Contract of such claim or suit and Exhibitor shall have the right to defend or settle the claim to the extent of his interest hereunder.

- VI. The City shall not be responsible for any failure to perform any of its obligations hereunder, in the event the area which the event is to be held, becomes, in sole judgment of the City unfit for occupancy as the result of strikes, lock-outs, acts of God, inability to obtain labor or material, government action or whatever nature, war, civil disturbance, fire, unavoidable casualty or other cause, whether similar or dissimilar, beyond the control of the City and which cannot be overcome by due diligence. In the event of termination by the City as a result of the aforesaid causes, the Exhibitor expressly waives such Liabilities and releases the City from all claims and damages and agrees the City shall have no obligation to Exhibitor except to refund the Exhibitor the fee paid for space less a proportionate share of all expenses incurred by the City for the event.

It is further expressly agreed and understood that the City shall not be held responsible for any loss or damage or injury to property belonging to the Exhibitor, his agents, contractors and employees while the said property is in the Exposition area, or at any time and place.

The owners of the property on which the display is held will not be responsible for any injury, loss or damage that may occur to the Exhibitor or the Exhibitor's employees or property from any cause whatsoever, prior to, during or subsequent to the period covered by the event.

- VII. **INSTALLATION AND REMOVAL – GENERAL:** No exhibit will be removed before completion of the event except with the permission of the City, who will notify Security Guards.

Nothing shall be attached to any of the pillars, walls, doors, floors, fixtures, except by permission of the Director or Physical Properties Manager. If the premises are defaced or damaged by any act or negligence by any Exhibitor, its agents, or guests, the Exhibitor will pay to the City such a sum as shall be deemed necessary for complete restoration to previous condition.

All necessary electrical, gas, water, or drainage outlets and service required by the Exhibitor shall be installed only by personnel hired or approved by the City and at the Exhibitor's expense.

- VIII. **PAYMENT FOR SPACE:** Payment in full is required for Exhibit Space. All monies refundable only upon written notice to the City within fifteen (15) days after date confirmation received.

- IX. **INSURANCE:** Each Exhibitor **MUST** carry his own all risk insurance on his property and **GENERAL LIABILITY INSURANCE**, and shall indemnify the City and hold it harmless from all claims. (See Paragraph VI).

- X. **GUARD SERVICE:** Guard service is provided by the City during set-up and dismantling of exhibits and during the hours when Exhibitors are closed. Every reasonable precaution is taken to protect property; however, the City is no bailee nor insurer of the property, with risk of loss and/or damage, which is solely upon the Exhibitor, as set fourth above. (See Paragraph VI)

- XI. **CANCELLATIONS, WITHDRAWALS AND REDUCTIONS:** Any Exhibitor who cancels or withdraws from the event or reduces the size of his space for any reason forfeits any monies as liquidated damages, and the Exhibitor agrees to be legally obligated for any unpaid balance for such assigned space. The City reserves the right to rent to another Exhibitor or to eliminate or to maintain vacant the cancelled space without obligation for any unpaid balance for such assigned space. The City reserves the right to rent to another Exhibitor or to eliminate or to maintain vacant the cancelled space with obligation to the Exhibitor.
- XII. **FAILURE TO OCCUPY SPACE:** Any space not occupied by 3:00 P.M. on July 23, 2010, will be considered cancelled and forfeited by the Exhibitor and subject to the provisions of Paragraph XI.
- XIII. **MOVE IN AND MOVE OUT:** Exhibitors may enter the display area for set-up of their exhibits according to the following:
- Thursday, July 22nd - no sooner than 3:00 P.M.
- no later than 7:00 P.M.
- Friday, July 23rd - no sooner than 8:00 A.M.
- no later than 3:00 P.M.
- XIV. **EVENT HOURS:** The day and hours during which the exhibits will be opened are as follows: Friday, July 23rd – 5:00 P.M. – Dark, Saturday, July 24th – 9:00 A.M. – Dark and Sunday, July 25th– 10:00 A.M. – 6:00 P.M.
- XV. **RULES, REGULATIONS AND AMENDMENTS:** The City shall have full power to interpret and/or amend these rules and to make any additional rules and regulations, which in its discretion shall be in the best interest of the Event.

CITY OF AUGUSTA, KENTUCKY

BY: _____
MAYOR DATE

RIVERFEST REGATTA COMMITTEE

BY: _____
CHAIRPERSON DATE

SECOND PARTY

BY: _____
EXHIBITOR DATE

MAIL COMPLETED APPLICATION AND CONTRACT TO:

**AUGUSTA RIVERFEST REGATTA
P.O. BOX 85
AUGUSTA, KY 41002**