



VENDOR APPLICATION

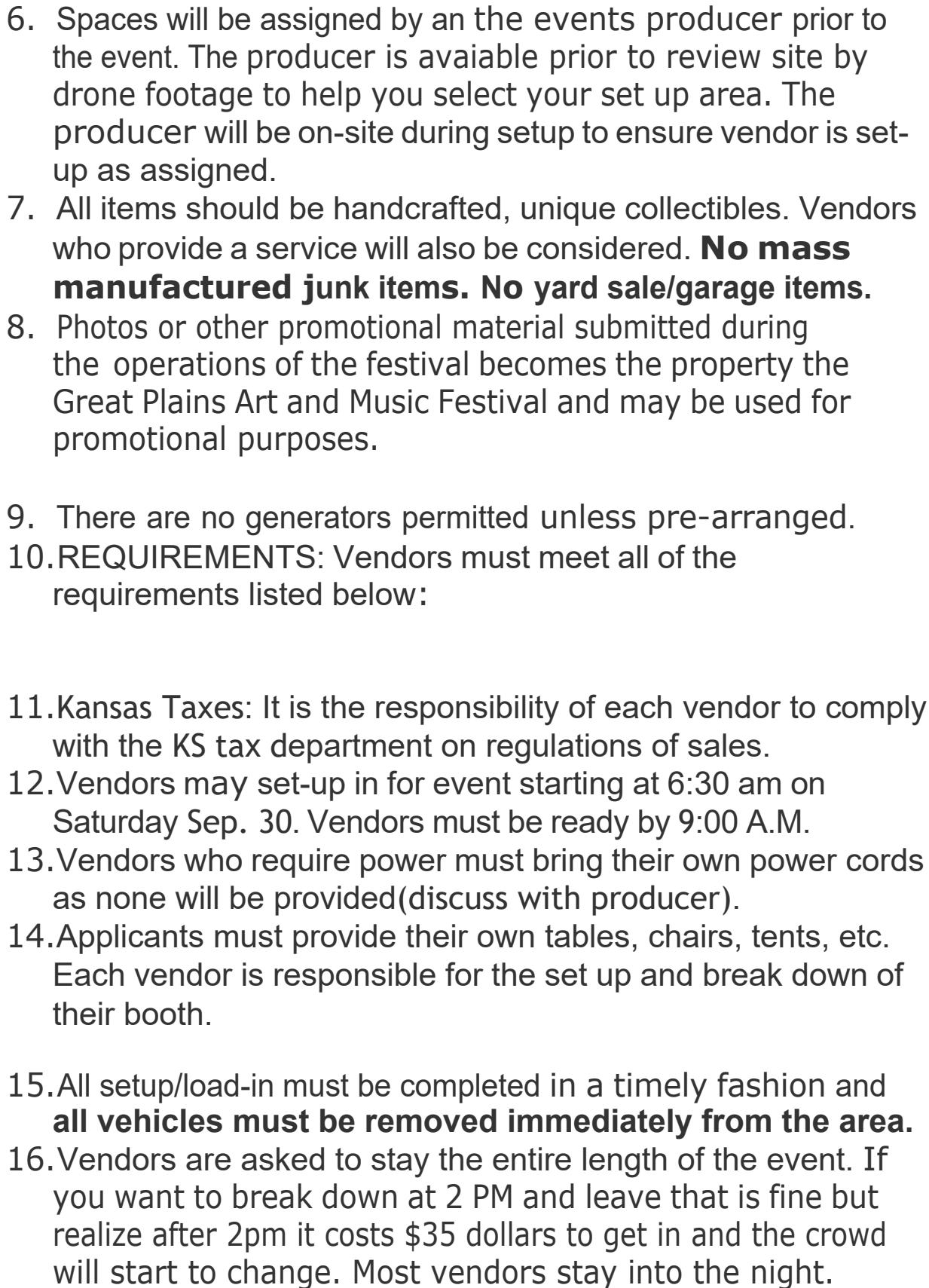
2023

The event takes place on Sep. 30th, 2023 at Sesquicentennial Point, Lawrence, KS. This is a rain or shine event. This document will be emailed to you by the producer with and e- signature. The e-sign is very easy and we use Adobe E-Sign.

We are seeking a variety of vendors to provide patrons with a variety of selections for the festival. We reserve the right to not accept an application if more than the desired amount of an item is already registered for the event.

RENTAL SPACE REGULATIONS:

1. Vendors will be provided a 10x10 space for all vendor equipment (e.g. displays, stands, tables, and supplies).
2. Vendors fees start at \$125 and goes up based on location in the park.
3. Vendors will leave no earlier than 2 pm and must be torn down and space cleaned by end of festival night.
4. Application Fee per unit: Vendor Application Fees are waived this year. We will not be providing water and power. If you need power talk to producer@greatplainsfest.com
5. Payment Options: Pay online on our website click Purchase Space

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6. Spaces will be assigned by an the events producer prior to the event. The producer is available prior to review site by drone footage to help you select your set up area. The producer will be on-site during setup to ensure vendor is set-up as assigned.
 7. All items should be handcrafted, unique collectibles. Vendors who provide a service will also be considered. **No mass manufactured junk items. No yard sale/garage items.**
 8. Photos or other promotional material submitted during the operations of the festival becomes the property the Great Plains Art and Music Festival and may be used for promotional purposes.
 9. There are no generators permitted unless pre-arranged.
 10. **REQUIREMENTS:** Vendors must meet all of the requirements listed below:
 11. **Kansas Taxes:** It is the responsibility of each vendor to comply with the KS tax department on regulations of sales.
 12. Vendors may set-up in for event starting at 6:30 am on Saturday Sep. 30. Vendors must be ready by 9:00 A.M.
 13. Vendors who require power must bring their own power cords as none will be provided(discuss with producer).
 14. Applicants must provide their own tables, chairs, tents, etc. Each vendor is responsible for the set up and break down of their booth.
 15. All setup/load-in must be completed in a timely fashion and **all vehicles must be removed immediately from the area.**
 16. Vendors are asked to stay the entire length of the event. If you want to break down at 2 PM and leave that is fine but realize after 2pm it costs \$35 dollars to get in and the crowd will start to change. Most vendors stay into the night.

18. Break-down/Exit: Vendors will only be allowed to break down at 2:00 p.m. MUST be cleared by 2 AM Sun Oct. 1st. Unless prearranged with producer.
19. **Vendor location must be litter free at the close of festival.**
ANY VENDOR NOT FOLLOWING THE POLICIES IN PLACE WILL NOT BE ALLOWED TO RETURN!

SPACE ASSIGNMENTS

The festival has complete control of event diagrams and space assignment, and reserves the right to make modifications on event diagrams which are believed to be accurate but only warranted to be approximate. Further, Great Plains A & M Fest. reserves the right to assign space(s) in such a manner as it deems appropriate in its sole and absolute discretion, notwithstanding the foregoing.

IMPORTANT NOTE: A schedule of load-in times and designated location will be published and distributed prior to set up date, join the vendor group on the website. If a vendor does not load-in at their designated time, the Festival CANNOT guarantee your assigned location nor participation.

ASSIGNMENT, SUBLETTING OF EVENT SPACE

No vendor shall assign, sublet or share the event space allotted to such vendor without the knowledge and written consent of the Great Plains A & M Fest. No products, parts, accessories or other goods, souvenirs, catalogs, etc., bearing names or other forms of advertising other than that of the vendor may be displayed. No firm or organization not assigned event space shall be permitted to solicit business within the event areas.

USE OF SPACE:

The Great Plains A & M Fest reserve the right to restrict vendor exhibits which, because of safety, noise, method of operation, materials or display, in the opinion of the Great Plains A & M Fest. may detract from the general character of the event as a whole. Accordingly, the Great Plains A & M Fest may, at its sole discretion, prohibit such exhibits from being kept or utilized by a vendor in or around the event area, in which event; vendor shall immediately remove such exhibits as directed by the Great Plains A & M Fest. The Great Plains A & M Fest reserves the right to prohibit any equipment that is deemed unsafe or appears to be unreasonable in our judgment. All equipment and heavy machinery must be cleared and approved in writing and in advance by the Great Plains A & M Fest. producer. All demonstrations or promotional activities must be confined within the limits of the vendor event space. Demonstrations or activities that cause annoyance to neighboring vendors such as flashing lights or noise or result in obstruction of walk space or prevent ready access to a nearby booth will not be permitted. **LOUD MUSIC WILL NOT BE TOLERATED! DO NOT JAM YOUR MUSIC PLEASE.**

ADDITIONAL POWER NEEDS

Each Vendor needing electrical supply must request requirements and vendors generators must be approved in advance and be of the quiet variety. Some power averages to be used as an example are:

- 1 Blender - 15 amps
- 1 Small Fridge - 10 to 15 amps
- 1 Small TV - 2 amps

Please note that in order to ensure the right amount of power, each vendor must check the power requirements for their specific equipment. Additional power requests the day of the event may not be available and if so they will be charged at a premium. You **MUST** submit **ALL** power needs at the time of the application. If no power is indicated, you will not be receiving power!

CANCELLATIONS: As occupancy of the event space is the essence of the agreement, no refunds shall be made in connection with any rental space fee after the acceptance of said fee by the Great Plains A & M Festival. If event is canceled due to circumstances beyond our control then vendors will be given a credit for the exact paid amount that can be used at the next annual event or other events held by the festival. More shows are planned for this park.

TERMS AND CONDITIONS:

This general contract and vendor policies constitutes the entire contract between the parties, and replaces any previous communications or agreements whether written or oral. No waivers, modifications or amendments shall be valid unless written upon, or attached hereto and shall be approved in writing by the The Great Plains Art and Music Festival. The laws of the state of Kansas shall govern the construction, validity, and performance of this agreement.

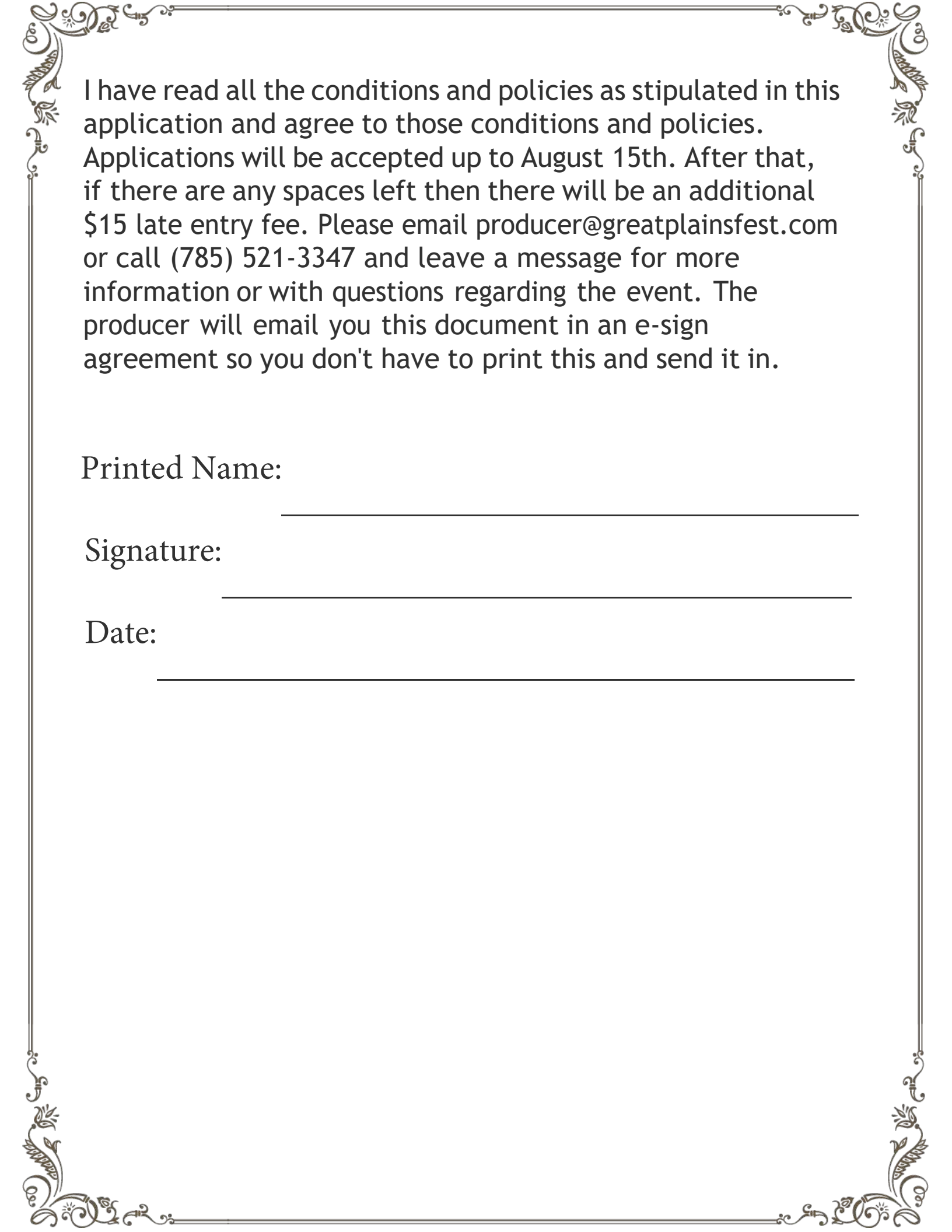
HOLD HARMLESS, RELEASE & INDEMNIFICATION We reserve the right to refuse any exhibitor we feel is inappropriate for a public or community showing or is in violation of local or festival ordinances.

In addition, applicant hereby releases and agrees to hold harmless and to not bring any lawsuit, arbitration or other action, claim or proceeding (collectively "Release") against The Great Plains Art and Music Festival, and collectively all "*sponsoring parties*, their members, directors or employees, relating to the The Great Plains Art and Music Festival". This release includes, but is not limited to any claim, loss, expense, cost, obligation or liability that applicant may suffer related to the above listed events or by reason of any act or omission by any of the sponsoring parties. This release includes, but is not limited to every type of personal injury, property damage and damage to business interests, whether caused by the sponsoring parties or third parties, natural, animal or human-made disaster.

In consideration of being permitted by the sponsoring parties to participate in this activity, I hereby waive, release and discharge all claims for damages for personal injury, death or property damage which I may have or which may hereafter accrue as a result of my participation in said activity. This release is intended to discharge in advance the above sponsoring parties, other participants, officials, sponsors, advertisers, owners and lessees of the premises used to conduct the event and each of them, their officers, directors, agents, all of which are referred to as "Releasees," from all liability to the undersigned, my/our personal representatives, assigns, heirs and next of kin for any of all claims, demands, losses or damages on account of injury, including but not limited to death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise.

I fully understand and acknowledge that: (a) there are risks and dangers associated with participation in this, including but not limited to those of bodily injury, partial and/or total disability, paralysis and death; (b) the social and economic losses and/or damages, which could result from those risks and damages could be severe; (c) these risks and dangers may be caused by the negligence of participants or the negligence of others, including but not limited to the "Releasees" named above; (d) there may be other risks not known to us or are not reasonably foreseeable at this time. I further accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the "Releasees" named above.

I HAVE CAREFULLY READ THE AGREEMENT, WAIVER AND RELEASE ABOVE AND FULLY UNDERSTAND ITS CONTENTS, I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE ABOVE SPONSORING PARTIES AND I SIGN IT OF MY FREE WILL.

A decorative floral border with intricate scrollwork and leaf patterns surrounds the text on all four sides of the page.

I have read all the conditions and policies as stipulated in this application and agree to those conditions and policies. Applications will be accepted up to August 15th. After that, if there are any spaces left then there will be an additional \$15 late entry fee. Please email producer@greatplainsfest.com or call (785) 521-3347 and leave a message for more information or with questions regarding the event. The producer will email you this document in an e-sign agreement so you don't have to print this and send it in.

Printed Name:

Signature:

Date:
