

Valley Thunder Productions LLC Presents . . .

VALLEY FUSION FESTIVAL 2

September 16th, 2017

WILLOW GROVE FARM

740 MERRIMANS LN, WINCHESTER, VA 22601

<http://valleyfusionfest.com>

<http://facebook.com/valleyfusionfest>

SATURDAY 12 PM – 10PM

Vendor Entry: 9:00AM-10:00 AM (at the latest) Saturday morning.

Vendor agrees to abide by all show rules, policies, and procedures printed and incorporated in this contract. Signature of this contract indicates that the person signing accepts personal liability for his/her company.

- Vendor setup times will be assigned by festival management. Vendor must comply with these arrangements. NO EXCEPTIONS.
- **Vendor must remain set up until 10 PM.** Any extension of operating hours is at the discretion of vendor, per advance with festival management. Early closures must be approved by festival management. Failure to comply will result in ejection from the venue and loss of future vendor privileges.
- Vendor fee includes ticket for three employees. For additional employees, a \$25 fee will be charged per employee.
- Management reserves the right to refuse to accept any request for vendor space for any lawful reason.
- Vendor will get all required Licenses. Health/Food permits must be obtained for all Food Vendors.
- Vendor may not sell any illegal or illicit goods, including but not limited to drugs, weapons, fireworks, etc.
- Vendor must leave the space you are allotted in the clean condition that you found it in. No garbage is to be left behind.

VENDING FEE: STANDARD VENDOR - \$150

All booths are assigned on a first come, first served basis. There are no drive up vendors allowed – You must be contracted in advance!

The funds MUST be in US dollars and be paid in full with contract and no later than **August 1st, 2017**, or the space will be forfeited. Payment should be sent in with completed application.

DESCRIPTION OF PRODUCT OR SERVICE: _____

Name: _____ **Company:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Cell Phone:** _____ **# of Employees:** _____

Email: _____ **Website:** _____

Authorized Signature: _____ **Date:** _____

Method of Payment: Check ___ Paypal Invoice ___ Amount \$ _____

Full Payment MUST be included with application. There is a \$5.00 processing fee for Paypal payments.

Exhibitor will not be allowed to occupy any booth that has not been fully paid for. No payment will be accepted at the show. In such case, any exhibit space money received shall be considered a non-refundable deposit.

Makes All Checks Payable to: Valley Thunder Productions LLC 405 Bryarly Rd, Winchester, VA 22603
info@valleyfusionfest.com http://valleyfusionfest.com

RULES & REGULATIONS

Show management reserves the right to enforce strict compliance with all rules and regulations, exceptions to the following rules and regulations will not be permitted.

1. THE PROMOTERS

Valley Thunder Productions LLC, aka Valley Fusion Festival 2, referred to hereafter as "Management".

2. SPACE ASSIGNMENT

Management reserves the right to determine booth location. Booth sharing is not permitted without consent of management. Vendor may not assign their booth or any portion thereof to any other person for any reason.

3. BOOTH FEES

Booth fees are payable in full by August 1st, 2017. A deposit must accompany a signed contract to be valid. Vendor will not be allowed to occupy any booth not fully paid for. In such case, any money received shall be considered a non-refundable deposit.

4. DISPLAY REGULATIONS

No vendor may block or interfere with a neighboring vendor. Vendors shall confine all vendor activities within the limits of the booth. All materials and activities in a booth shall be relevant to the Vendor's products and/or services. Absolutely no vendors are permitted outside the contracted booth space without express written permission from Management. All exposed structures must be properly covered. Booth space must be cleaned and cleared out by the end of the event. Violators will be charged for cleaning. Any expense incurred in affixing items in a manner necessary for the protection of the equipment or furniture will be borne by the Vendor.

5. VENDOR ATTENDEE & BADGE REGULATIONS

All Vendors are required to register. Name badges will be issued and must be worn by registered attendees for the duration of the festival, including setup and breakdown. Vendors are not allowed to issue unauthorized, complimentary or discounted badges to anyone. If Management determines name badges have been issued improperly after the fact, the attendee will be asked to immediately leave the festival, forfeiting all monies previously paid. Vendors may not assign badges to any person other than the person thereon.

6. VENDOR SETUP

Scheduling of vehicle entry will be made in advance of show. Schedule must be enforced. No early packing may be started before the show closing on Saturday, September 16th, at 10 pm, unless approved by Management. Cooperation on this point from all Vendors is required. Failure to comply with this request will result in ejection from the venue and loss of future vendor privileges. All vendors must be removed from the property by midnight, unless arrangements were made with Management prior to end of festival. If no arrangements were made, Vendor will be removed by Management at the Vendor's expense. Management will not assume any liability for any injury that may occur to festival visitors, Vendors, or their agents and employees or others, or their property, during Festival setup and dismantling periods. Any Vendor using the services of an independent decorating company assumes all liability for the acts of that decorator during installation or dismantling under this contract.

7. STAFFING

Booth and table spaces must be staffed at all times. Management shall have the authority to adopt and enforce all rules and regulations regarding booth staffing.

8. VENDOR LIABILITIES

Vendor shall keep contracted area neat, clean, and in good order. If the occupied space or any area of Willow Grove Farm is damaged by the participant and/or his employees, the contracted Vendor is liable. Vendor hereby agrees to indemnify and hold harmless the Festival, Valley Thunder Productions LLC, and all their managers, officers, sponsors, employees, agents, guests, successors and assigns from any damages, expenses, losses of liabilities, including but not limited to any suit or claim for personal injury, product liability, property damage or loss of use of property by whosoever sustained on or about Vendor's participation in festival.

9. FOOD & BEVERAGES

Vendors may sell foods, beverages, or intoxicating liquors only if they are contracted to do so.

10. SMOKING

Smoking is permitted on Willow Grove Farm property. We ask that you dispose of your cigarette butts in an eco-friendly manner.

11. INSURANCE

Food Vendors shall carry general casualty liability and property damage insurance coverage (including premises, operations and contractual liability) of at least \$1,000,000 for such liability together with statutory worker's compensation coverage with a limit of at least \$100,000.

12. CLEANING OF VENDOR SPACE

Management will clean the festival grounds. Vendors MUST thoroughly clean their space, leaving it in the same good order they found it in.

13. SUBLEASE

Subleasing tables is expressly prohibited. Sharing a booth or table with another Company, unless contracted and approved by Management, is expressly prohibited. The distribution of samples, literature, or other materials for a non-vending company without a Vendor contract is expressly prohibited.

14. VENDOR RESPONSIBILITIES

The Vendor agrees to comply with all applicable local, federal, and state tax and other laws relating to the sale of goods or services, and to obtain, pay for, and display all necessary licenses and permits, and to pay all taxes and levies insofar as the Vendor's own participation in the Festival is concerned.

15. CANCELLATION CLAUSE

Any Vendor wishing to cancel their Festival vendor space reservation for reasons of their own may do so in writing. A 50% refund on vendor space will be granted up to and including August 1st, 2017. Any cancellation after August 1st, 2017, will be accepted, but no refund of festival vendor space money will be made.

16. FORCE MAJEURE

In the event any vendor or any portion thereof is unavailable whether for the entire event, or a portion of the event as a result of fire, flood, tempest or any other such cause, or as a result of war, strike, lock-out, labor dispute, riot or any other cause or agency over which the Festival has no control, or should Management decide that because of any such cause it is necessary to cancel, postpone or re-site the Festival, or reduce the installation time, duration time, or move-out time, the Festival shall not be liable to indemnify or reimburse the Vendor in respect of any damage or loss, direct or indirect as a result thereof.

17. AMENDMENTS

Management shall have full power in the interpretation and enforcement of all contract regulations contained herein, and the power to make such amendments thereto, and such further rules and regulations as shall be considered necessary for proper conduct of the Festival. All Vendors will be promptly notified of any changes to these rules.