



2012 South County Festival Vendor Application

LOCATION: Herrington Harbour North Marina
389 Deale Road
Tracys Landing, MD 20779

DATE: June 23, 2012

HOURS: 11:00am – 5:00pm

RAIN DATE: June 24, 2012

Business/Organization Name: _____ **Tax ID #** _____

Address: _____

Phone #: _____ **Fax #:** _____ **E-Mail:** _____

Contact #1: _____ **Daytime Phone** _____ **Evening Phone** _____

Contact #2: _____ **Daytime Phone** _____ **Evening Phone** _____

NON-COMMERCIAL VENDORS (Artisans, Crafters, Home-Based Businesses, Non-Profit Organizations)				
Space Description	Member If Paid By 4/30/12	Member If Paid By 5/31/12	Non-Member If Paid By 4/30/12	Non-Member If Paid By 5/31/12
<input type="checkbox"/> Single Space 10x10	\$45.00	\$65.00	\$70.00	\$90.00
<input type="checkbox"/> Double Space 10x20	\$75.00	\$115.00	\$125.00	\$165.00
<input type="checkbox"/> Electricity – Add-on	\$15.00	\$15.00	\$15.00	\$15.00

DESCRIPTION OF CRAFTS, PRODUCTS OR SERVICES:

COMMERCIAL BUSINESSES & FOOD VENDORS				
Space Description	Member If Paid By 4/30/12	Member If Paid By 5/31/12	Non Member If Paid By 4/30/12	Non Member If Paid By 5/31/12
<input type="checkbox"/> Single Space 10x10	\$125.00	\$145.00	\$180.00	\$200.00
<input type="checkbox"/> Double Space 10x20	\$235.00	\$275.00	\$345.00	\$395.00
<input type="checkbox"/> Electricity – Add-on	\$20.00	\$20.00	\$20.00	\$20.00

LIST FOOD ITEMS – 4 FOOD ITEMS PER FOOD VENDOR *(The Festival Committee Reserves the Right to Change a Food Vendors Menu):*

1. _____ 3. _____

2. _____ 4. _____

LIST DRINK ITEMS – 2 DRINK ITEMS PER FOOD VENDOR (i.e. Soda, Lemonade, Ice Tea, No Water – The SAACC will be selling Water):

1. _____ 2. _____

**SODA, WATER, AND/OR CHILDRENS' DRINKS ARE PROHIBITED
FOR SALE OR AS GIVE-AWAYS BY NON- FOOD VENDORS.**

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RELEASE, INDEMNITY AGREEMENT and ACCEPTANCE of GUIDELINES FOR "CRAFTER/VENDOR" TO THE SOUTHERN ANNE ARUNDEL CHAMBER OF COMMERCE SOUTH COUNTY FESTIVAL

I/We, _____ wish to participate as a CRAFTER/VENDOR in the 2012 South County Festival sponsored by the Southern Anne Arundel Chamber of Commerce. Our trade name is _____. Our craft/product is _____. I/We acknowledge that I/We have been asked to provide a certificate of liability insurance or in lieu of that a one-day certificate of liability insurance. This insurance is required to cover the potential liability of the **Southern Anne Arundel Chamber of Commerce** and **Herrington Harbour North Marina** any and all other volunteers or business sponsors of the festival. By signing this legal document I/We state that I/We will provide a copy of liability insurance to cover any negligence and/or liability we may have or create in the craft/product listed above. I/We Acknowledge, Understand and Agree to the following terms and conditions of participation.

NEGLIGENCE is by legal definition the failure to do something that an ordinary reasonable person would do or not do under ordinary and reasonable circumstances.

I/We do expressly release and hold harmless the **Southern Anne Arundel Chamber of Commerce and Herrington Harbour North Marina** (including its Board Members, Staff, Volunteers and/or Festival Committee) from any damage and all liability, injury, or loss to any person or property, which may arise from my/our rental and occupation of said space. I/We will be responsible for any costs that may arise prior to, during and after the close of the Festival.

I/We agree to indemnify and hold harmless any and all sponsors and volunteers involved with the South County Festival. I/We specifically agree to indemnify and hold harmless the **Southern Anne Arundel Chamber of Commerce and Herrington Harbour North Marina** as sponsor and site. This indemnity shall include but not be limited to legal judgments, court costs, attorney fees and any other reasonable expense incurred at the Festival caused by my/our negligence. If I/We are married, the liability herein shall be joint and several.

This Release/Indemnity Agreement shall be deemed to be executed in the State of Maryland and subject to and construed in accordance with the laws of Maryland. It shall be binding on the crafter/vendor and his or her heirs, assigns, personal representatives; successors and assigns.

IN SIGNING THIS AGREEMENT WITH GENERAL RELEASE; VENDOR/CRAFTER ACKNOWLEDGES THE FOLLOWING:

A. THAT I/WE SIGN THIS AGREEMENT WITH GENERAL RELEASE VOLUNTARILY AND UNDERSTANDS THAT THIS AGREEMENT CONTAINS A FULL AND FINAL RELEASE OF ALL CLAIMS THAT I/WE MAY HAVE AGAINST **THE SOUTHERN ANNE ARUNDEL CHAMBER OF COMMERCE AND HERRINGTON HARBOUR NORTH MARINA** OR ANY AND ALL OTHER **RELEASES** AS OF THE EFFECTIVE DATE OF THIS AGREEMENT WITH GENERAL RELEASE.

B. THAT I/WE HAVE READ AND UNDERSTAND THIS AGREEMENT WITH GENERAL RELEASE AND HAVE HAD AMPLE OPPORTUNITY TO AND BEEN ENCOURAGED TO CONSULT WITH MY/OUR ATTORNEY PRIOR TO SIGNING THIS DOCUMENT WITH GENERAL RELEASE.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth next to each party's signature.

Applicant's Signature

Date: _____

Check Type of Payment: Check Visa MasterCard Discover

Total Amount Enclosed: \$ _____

Name on Card: _____

Card Number: _____

Expiration Date: _____

All EARLY-BIRD Forms Must be Received by April 30, 2012
All NON-EARLY-BIRD Forms Must be Received by May 31, 2012

RETURN APPLICATION WITH REGISTRATION FEE TO:

SAACC – South County Festival, ATTN: Festival Committee, 5503 Muddy Creek Road, Churchton, MD 20733
Information: (410) 867-3129 / FAX (410) 867-3556

Received: ____/____/____

By: _____



2012 South County Festival Vendor Terms and Conditions

DATE: June 23, 2012

HOURS: 11:00am – 5:00pm

RAIN DATE: June 24, 2012

LOCATION: Herrington Harbour North Marina
389 Deale Road
Tracys Landing, MD 20779

These Terms and Conditions are for the purpose of providing a Well-Balanced, Attractive and Successful Festival. The Southern Anne Arundel Chamber of Commerce (SAACC) Festival Committee shall have full power to interpret the Terms and Conditions or make such rulings as appear to be in the best interest of the Festival. Any and all amendments to the foregoing rules, regulations and conditions shall bind the SAACC Festival Committee and Festival Vendors.

GENERAL POLICIES & PROCEDURES:

1. After Vendor Application with payment has been approved, Vendors will receive a space assignment, directions to the Festival location, flyers to display for advertising, and other pertinent information.
2. Space Locations shall be assigned by the SAACC Festival Committee in order to best display each Festival Vendor. Spaces are limited and will be assigned on a first-come first-served basis (*The Festival Committee Reserves the Right to Change a Food Vendors Menu*); therefore, in order to ensure the availability of your space, the Participant Application must be returned **No Later than May 31, 2011**. *Please note we are offering Early-Bird Special prices if Vendor Application and payment are received by April 30, 2011.*
3. **NO SPACE ASSIGNMENTS CAN BE MADE UNTIL VENDOR APPLICATION AND PAYMENT IS RECEIVED.** Fees include a 10'x10' or 10'x20' space. **Vendors are responsible for providing their own Tables, Table Clothes, Chairs and Tents to be used within their space.** Electricity can be provided for an additional fee, if desired. Please check the preferred space and add-on items on the enclosed Vendor Application and return with your check.
4. Vendors shall be responsible for delivery, erection, and removal of their own displays and materials. All Booths/Exhibits must be designed, constructed, and operated in good taste. They must comply with the family oriented theme of the Festival. *Drug paraphernalia, alcohol or tobacco in any form, or obscene materials shall not be displayed, distributed, or sold by any vendor/participant.*
5. All Vendors shall have their displays completed and in place by **10:30am** and are responsible for keeping their respective areas clean, safe, and attractive during festival hours. Food Vendors only, may schedule a time to set-up on the night before the Festival between the hours of 6:00pm-8:00pm.
6. Vendors are responsible for the complete removal of their display, including refuse (*Food Vendors are required to have appropriate containers for disposal of cooking oils, etc.*), by 5:30 p.m. the day of the Festival.
7. Unless prior authorization has been given, **UNDER NO CIRCUMSTANCES SHALL VENDORS BREAK DOWN THEIR SPACE PRIOR TO 5:00 PM!!!!** **Vendors who break down early will be charged an additional fee of \$200.00 and will not be permitted to participate in future SAACC events.**
8. The SAACC Festival Committee reserves the right to remove any material, on the day of the event, if deemed inappropriate, in keeping with the atmosphere we are establishing with and through this festival.
9. It is the SAACC Festival Committee's desire to provide a wide variety of high quality crafts. Crafters are encouraged to demonstrate their craft to attract Festival attendees to their spaces. **Crafters must submit three (3) photographs of their craft(s) for Jury and Festival records along with their application.** Photographs will be returned on the day of the Festival if requested. Craft items being sold must be produced by the Crafter – No Resale Items Permitted. Crafters will be the sole exhibitor in assigned space. Space cannot be shared with another exhibitor without permission from the SAACC Festival Committee.
10. All Vendors must abide by all fire regulations. No open flames or loud noises are permitted. All extension cords must be of an approved type.
11. **SODA, WATER, AND/OR CHILDRENS' DRINKS ARE PROHIBITED FOR SALE OR AS GIVE-AWAYS BY NON- FOOD VENDORS.**

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INSURANCE/MD TAX I.D./LICENSES POLICY:

1. All Business Participants must provide a Certificate of Liability Insurance with their Participant Application in order to participate – without exception.
2. All Business Participants must have an appropriate Maryland Tax ID Number. Crafters are required to provide their Social Security Number if they do not have a Tax ID Number.
3. All Vendors must have appropriate Licenses, and/or appropriate Permits if they are selling products. Participants are responsible for filing any forms and paying any fees attended thereto. A Retail Sales Tax (RST) Number is required to exhibit in the South County Festival. (This number must be shown on the application form and available the day of the Festival). If you do not have an RST Number, you may call (800) 492-1751 or (410) 767-1313 (Baltimore Area) or go to the following website http://forms.marylandtaxes.com/current_forms/cra.pdf to obtain a temporary RST number. There is no fee to obtain this number.

LIABILITY POLICY:

1. The SAACC Festival Committee will not be liable for refunds or any other liabilities whatsoever for the failure to fulfill its contract if the area in which the Festival is held is destroyed by fire or other calamity, Act of God, public enemy, strikes, statutes, ordinances, or any legal authority beyond it's control.
2. Vendor booths must not interfere with adjacent exhibits, aisles or crosswalks in any way. Nothing shall be nailed, stapled, or otherwise fixed to any part of the Herrington Harbour North Marina property (including Tents).

VENDORS WILL BE LIABLE FOR ANY EXPENSES INCURRED.

CANCELLATION AND STORM POLICY:

1. In the case of a mild rain or passing thunderstorm, the Festival will still be held on **Saturday, June 23, 2012**.
2. In the case of a heavy rain/severe storms the Festival will be held on the scheduled rain date of **Sunday, June 24, 2012**. If the Festival is held on the Rain Date and a Vendor does not show up, there will be no refunds.
3. Should there be severe weather on both dates, the Festival will be cancelled. Once the decision is made, notice will be placed on the SAACC answering machine (410) 867-3129 and posted on our website at www.southcounty.org. There will be no refunds.
4. Should a severe storm arise unexpectedly during the festival, an announcement will be made to close the Festival. **For safety reasons, Vendors may pack up their belonging, but are not permitted to bring their vehicles in the festival grounds until the grounds are cleared of attendees.** Any vendor who does not abide by this policy will be fined \$200.00 and will not be permitted to participate in future SAACC events.
5. Vendors will be refunded 50% of their registration fee for any cancellations received by phone, fax or mail no later than June 15, 2012. No refunds will be given if cancellation is made after June 15, 2012.

PARKING POLICY:

1. Parking Permits will not be provided to Vendors for the purpose of waiving the parking fee.
2. Participants who are parked in the designated parking lot by 10:30am will not be charged a parking fee, participant parking after 10:30am will be charged the \$5 parking fee. Parking will not be permitted in the display area during Festival hours.
3. **NO VEHICLES** will be allowed inside the Festival grounds between 10:30am and 5:00pm on the day of the festival.

SHOULD YOU HAVE ANY QUESTIONS PLEASE CALL (410) 867-3129