

**2022 Black Diamond Music & Arts Festival Vendor  
Contract**

This Contract is between \_\_\_\_\_ (“Vendor”) and  
Black  
Diamond Music and Arts Festival, (“BDMF”). Dated this \_\_\_\_ day of \_\_\_\_\_ 2022.

Company Name: \_\_\_\_\_

Booth Name (if different than Company Name): \_\_\_\_\_

Contact Name: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Twitter: \_\_\_\_\_

Facebook: \_\_\_\_\_

Instagram: \_\_\_\_\_

Contact Breanna Kitchen at [bkitchen@blackdiamondmusicfestival.com](mailto:bkitchen@blackdiamondmusicfestival.com) or (740)249-5265 for more information.

### **Section 1 - Grant of Space**

- The deadline to complete and return this contract is May 27th, 2022.
- Upon acceptance of the vendor application, signed contract, and receipt of payment, BDMF will grant Vendor the right to use a designated booth in the festival (the "Space").
- The festival will take place on Hocking College Campus in Nelsonville, Ohio on Friday, June 10th and Saturday June 11th.
- Final site plan, specific vendor Space assignments and load-in instructions will be forwarded by BDMF via email by June 1<sup>st</sup>, 2022.
- Vendor's use of the space is non-transferable. Vendor may not allow anyone else to use the Space without the express permission of BDMF.
- Vendors must provide all tents and tables. No chairs are to be set in vendor lot for customers.
- All electrical equipment brought on-site must follow BDMF electrical guidelines. Electrical vendor form must be filled out and returned by May, 27th, 2022 to gage power needs. All cords, multi-plugs must be provided by vendor. If power needs are in excess of #1-20-amp circuit, additional charges will apply.
- Vendor responsible for splitters and electrical cords. Festival Maintenance may be available to assist if set up prior to festival (approx. 2:00pm-5:00pm). Your signature below verifies you understanding and agreement to this arrangement.

## **Section 2 - Vendor Items**

- You must attach a list of item(s) for APPROVAL to display and/or sell in your Space. Include a photo or website link of each product being offered and describe the type of display, presentation and items to be sold.
- Vendor must keep property and merchandise within the allotted boundaries of said vendor Space.
- BDMF may inspect Vendor merchandise at any time to determine that it is consistent with the merchandise represented in the application.
- Vendor is prohibited from selling counterfeit items, unlicensed merchandise, guns, ammunition, alcohol, drug paraphernalia, items prohibited by Ohio or Federal law or any merchandise that BDMF, at its sole discretion, considers racist, discriminatory or offensive.
- Vendors may not sell beverages including soda, alcohol, water, non-alcoholic etc. of any kind without approval of BDMF. If beverage sales are approved in vendor booths, those will be approved beverage partners of BDMF. Approved beverages to be sold must be purchased from BDMF and not an outside source. Consumer pricing to be set by BDMF and remain consistent throughout all festival vendors selling approved beverages. Approved beverages to sell (i.e. non-alcoholic, fresh coffee, teas, juices, smoothies, etc.) must be served in a collapsible cup.
- Vendors may not sell any item with the BDMF logo. Additionally, vendors may not sell any item with the name or image of any act performing at the festival.
- Vendors must provide their own monetary change for customer transactions. BDMF will not provide or arrange for cash change. Please plan accordingly.

## **Section 3 - Insurance**

- BDMF requires that a Certificate of Insurance be filed with our office.
- The Certificate is to show a minimum coverage of \$100,000 per occurrence, \$100,000 aggregate General Liability and \$10,000/person Medical Expense.
- Black Diamond Music and Arts Festival must be named as Additional Insured and shown as Certificate Holder.

- Please ensure the term of the insurance (effective date to expiration date) covers June 10<sup>th</sup>, 2022 through June 11<sup>th</sup>, 2022.

#### **Section 4 – Laws, Regulations and Permits**

- Vendor must load in prior to festival operation hours. **LOADING IN OR OUT WILL NOT BE ALLOWED DURING FESTIVAL OPERATION HOURS.** Remember you have been selected by our festival because of what you bring to our celebration, please be open for business during the stated festival operation hours.
- For security purposes, any vehicle not displaying a vendor's parking pass, (to be provided at a later date) will not be admitted into the vendor area. **NO EXCEPTIONS.**
- Vendor is responsible for obtaining and paying for all business licenses, permits and taxes that are required for its operation including state sales tax. Vendor shall provide BDMF with a valid W-9 in order to sell product at the festival.

#### **Section 5 - Green Guidelines**

BDMF strongly encourages environmental responsibility. The following are suggested ways your booth can exhibit eco-friendliness:

- Minimal usage of plastic bags

#### **Section 6 - General Terms**

- BDMF offers no guarantees or warranties of any kind.
- The event is rain or shine; no refunds will be offered for a no-show.
- Vendor must be set-up and ready for operation by 3:00p.m. Friday, June 10th and remain operable for all festival hours. Non-compliance may result in forfeiture of booth space.
- Vendors must remove all products and equipment at the end of the festival. Vendor must remove their own trash and properly discard in appropriate trash and or recycling receptacle.
- Vendors must leave the Space waste-free and in the same condition as when provided.
- Vendor must vacate the festival grounds not later than 12 noon, Sunday, June 12th
- Highly suggested that vendor not vacate the festival prior to the official closing time of 12:01AM Sunday June 12th, 2022 without express permission of BDMF. Violation will result in not being permitted back for future festivals.

- Solicitation - No use of bullhorns or other forms of oral solicitation, customer or perceived incentives in exchange for business. This behavior is grounds for immediate dismissal and you will not receive a refund.
- No motorized vehicles are permitted during event hours. We recommend using dollies, carts, etc.
- Overnight security is provided but BDMF is not liable for theft or damage to equipment and/or inventory when vendor staff does not attend vendor booths.
- Staff credentials are non-transferrable and are to be used by working staff only.

**Section 7 - Causes for Denial or Revocation of Selling Privileges & Disciplinary Actions, and Result Thereof**

- Any Vendor who does not abide by guidelines set forth as described on the application, seeks to evade or refuses to make payment of the proper rental and space fees, or ignores the festival operational guidelines will be denied selling privileges and required to leave.
- Use of racial or ethnic slurs, profanities, derogatory language and other inappropriate behavior will not be tolerated on the festival premises and will be cause for denial of selling privileges and required to leave.
- BDMF may revoke this contract, canceling Vendor's right to occupancy, if BDMF believes, at its sole and complete discretion that Vendor has violated any of the terms of this contract.
- If BDMF revokes Vendor's selling privileges or otherwise cancels this contract under the terms listed above, Vendor will immediately vacate under the terms of this contract.

**Section 8 - Payment**

- FREE this year!

**SPACE INFORMATION:**

Merchant:

Merch Booth (10' x 10'): \_\_\_\_\_ # needed

Merch Booth (10' x 20'): \_\_\_\_\_ # needed

I HAVE READ, UNDERSTAND AND WILL COMPLY WITH ALL RULES AND REGULATIONS AS OUTLINED IN THIS APPLICATION.

Vendor Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**Please make a copy of this contract for your records. Signed contracts will remain at the BDMF office.**