



VENDOR APPLICATION

Songsmith Gathering, April 21, 2018

Songsmith Gathering is scheduled for April 21, 2018, and takes Place at Brevard Music Center in Brevard, NC. The Festival will include a Juried Arts Exhibition and a Community Corner for Non-Profit Organizations. Items appropriate for the Arts Exhibition include any form of art that is locally made and is artists' original work.

APPLICATION DEADLINE (POSTMARK): March 15, 2018

- General Rules –

- Booth fee (Art Vendors) for the day is \$150 for a 10' wide x 15' deep booth space. All spaces are located on the grass.
- Application must be postmarked by Thursday, March 15, 2018. There will be **no registration** allowed after the deadline. If accepted into the show, you will receive an e-mail with a request to pay the booth fee. The fee must be mailed and **received within 7 days** of receiving the e-mail, or you will lose your booth space.

We do not accept registered mail.

Please make check(s) payable to Mountain Song Productions, LLC (in memo please put Songsmith Gathering) and mail to:

Songsmith Gathering
ATTN: Vendor Coordinator
PO Box 1308
Brevard, NC 28712

- No merchandise may be sold or displayed at the Songsmith Gathering that creates a public nuisance or large quantities of litter, **YOU ARE RESPONSIBLE FOR REMOVING YOUR OWN WASTE. PLEASE USE RECYCLABLES OR BIODEGRADABLES.** No merchandise may bare the Songsmith Gathering logo or the words "Songsmith" or any other wording that links the merchandise to Songsmith in anyway. Food or beverages may not be sold without prior approval. No music, compressors or generators are allowed.
- Electricity may be provided, upon request.
- Tables, chairs, and tents (certified flame-retardant) are the sole responsibility of the vendor.
- Pets are prohibited at the Festival with the exception of service animals.
- Tents must be secured to the ground by staking or weighted, please bring appropriate weights.** (A fly-away tent is extremely hazardous!) Be prepared for any weather by bringing adequate protection for your booth. Your tent must be certified as flame-retardant. The show is taking place rain or shine, and **NO REFUNDS** will be given.
- For additional information please e-mail vendor@mountainsongproductions.com

- Arts Exhibition Rules –

- All work to be exhibited at the Arts show must be artist's original work. Five (5) representative artwork pictures plus one (1) booth picture in JPEG format must be submitted via email to vendor coordinator vendor@mountainsongproductions.com. If several artists share a booth, pictures from all artists are required.
- The Songsmith Arts Committee will jury all applications and may accept or reject some or all of the work represented by images that accompany the application. If you are accepted into the Arts Exhibition, you will receive an acceptance e-mail letter with directions to the exhibit area and set up times with appropriate instructions. The booth fee must be *received within 7 days* of receiving the acceptance e-mail.
- Manufactured or kit objects and/or ceramics cast from commercial molds will not be considered for the Arts Exhibition. Exhibition Officials have the authority to reject or disqualify any work.
- Booth set up will be on April 20, 2018.

-Community Corner / Non-Profit Rules-

Non-profit organization may request a space in the Community Corner which is separate from the main vendor area.

Appropriate applicants (registered non-profit) are accepted based on availability on first come, first serve basis

- Non-profit** booth space is 10 feet x 10 feet and the fee is \$50. Non-profit vendors are responsible for providing their own tent, tables, chairs and other display items needed. Applicants are accepted based on availability on first come, first serve basis. If accepted into the show, you will receive an e-mail with a request to pay the booth fee. The fee must be mailed and **received within 7 days** of receiving the e-mail, or you will lose your booth space. Please make checks payable to Mountain Song Productions, LLC (**in memo please put Songsmith Gathering**) and mail to the address above.
- No information, hand-outs or circulations will be distributed in any areas of the festival other than the Community Corner. Please do not leave stacks of leaflets on any surface other than your own tables; please make sure they are protected from blowing away in the wind.
- Vendors are responsible for cleaning their own areas each night.
- Booth set up will be on April 20, 2018.

GENERAL TERMS OF VENDOR PARTICIPATION AGREEMENT

1. Vendor shall comply with all laws, ordinances, rules and regulations of any lawful authority, agency or government entity which apply to the use of its vending unit requirements, including without limitation, any applicable fire and building code of the City of Brevard, and health regulations of the Transylvania County Health Department.
2. Vendor agrees to indemnify and hold harmless Brevard Music Center, Songsmith Gathering and Mountain Song Productions, its officers, directors, representatives, employees, and agents for all penalties, fines, costs, expenses, damages, from the participating vendor's failure to comply with such laws.
3. Vendor accepts decision of Songsmith Gathering in disputes between vendor and any other festival participant or on any matter not covered by this agreement.

CARE OF ALLOCATED SPACE AND VENDING UNITS

1. Vendor shall maintain allocated space and vending unit in a neat, safe and orderly condition during the festival. **Vendor property in the back of the booth must be stacked/stored to maintain an appropriate appearance**
2. Vendor shall be responsible for set-up and removal of their own equipment, fixtures, inventory and other property. **Set-up and tear down information will be sent with your acceptance e-mail.**
3. Vendor must remove trash, and equipment from the allocated vending space.
4. Vendor shall surrender allocated space to Brevard Music Center at the end of the festival in the same condition as when vendor assumed occupancy.

LIABILITY AND SECURITY

1. Vendor agrees that Brevard Music Center, Mountain Song Productions and Songsmith Gathering, its officers, directors, representatives, employees, and agents shall have no responsibility whatsoever for any loss or damage to vendor's equipment, supplies, goods or other property.
2. Neither Brevard Music Center, Mountain Song Productions and Songsmith Gathering, shall be liable for any loss or damage to the property of vendor or any of its representatives, employees, agents, patrons and guests, because of fire, robbery, accidents, or any other cause whatsoever that may arise from vendor's use or occupancy of its allocated space during the festival.
3. Vendor agrees to indemnify and hold harmless representatives, employees, and agents of the festival and/or The Brevard Music Center, Mountain Song Productions and Songsmith Gathering, against any and all claims of any person whomsoever, from acts or omissions of the vendor, its representatives, employees, agents, patrons, or guests.
- 3) **Vendors must maintain your own liability insurance and have a copy of your insurance certificate available for inspection. Failing to present certificate upon request will forfeit your right to set up and no refund will be given.**
4. Vendor shall be prepared to continue vending from the allocated space in the event of rain. Bring appropriate coverage. If weather becomes too inclement to operate vending booths, **Mountain Song Productions and Songsmith Gathering will be responsible for making final determination of outdoor operations.**

SUBLETTING OR ASSIGNMENT

1. Vendor shall not sublet, assign or donate allotted space, in whole or in part.
2. Vendor shall occupy only the assigned space.

TERMINATION

Songsmith Gathering may, at its election, terminate the 'Participating Agreement' between Songsmith Gathering and vendor any time upon a breach. Upon termination, vendor shall have no rights and Songsmith Gathering shall have no obligations under the said 'Participating Agreement.'

I have read the 'General Terms of Vendor Participation Agreement' and agree to abide by its rules and all terms and conditions set forth therein.

SIGNATURE _____ Date _____

Please keep one copy of this agreement for your records

PLEASE COMPLETE AND RETURN THIS PORTION OF THE APPLICATION BY March 15, 2018

Please fill out the form below and return to:

*Songsmith Gathering
Attn: Vendor Coordinator
PO Box 1308
Brevard, NC 28712*

- Arts Vendors (Please read the Arts Exhibition Rules included.)*
- Non-Profit Community Corner (Please read the General Rules included.)*

Name _____

Company name _____

Address _____

City _____ State _____

ZIP _____

Phone # (primary) _____

Phone # (secondary) _____

Website _____

Email _____

Will you need electricity? _____ YES _____ NO

*Please email a minimum 5 pictures where 1 is a booth picture (Arts Vendors only) to vendor@mountainsongproductions.com
Please list category of work and a brief description of each type of work/merchandise that will be displayed.
This must be filled out or application will be returned*