

## 2023 BLOOMFIELD APPLE FESTIVAL, INC. VENDOR CONTRACT

As a participating vendor in the 2023 Bloomfield Apple Festival, I agree to the following:

1. That the Bloomfield Apple Festival, Inc. and the Town of Bloomfield, Indiana, shall not be responsible for any injury or loss, arising out of or relating to the vendor's use of the Town's property and/or conduct or omissions pursuant to the Contract, regardless of whether such injury or loss is to the vendor's person or property, or to any third party or to the public regardless of whether such loss or injury arises out of or is related to any act or omission by the Apple Festival Committee, Inc. or the Town. The vendor agrees to indemnify and hold the Bloomfield Apple Festival, Inc. and the Town harmless from any such loss, injury, claim or liability arising out of or relating to the Vendor's use of the Town's property and/or conduct or omissions pursuant to this Contract. All insurance must be paid for and held by the vendor, including set-up. All vendors selling food items, whether for profit or not, shall have and are responsible for the procurement of the proper certificates and licenses from the Greene County Department of Health PRIOR to opening for business. Any food vendor who does not have the proper authorization from the Greene County Department of Health will not be allowed to open for business and will be asked to leave the park without a refund of their deposit or space fee.
2. There will be **NO REFUNDS** in the event of rain or no-show by the vendor. Only members of the Bloomfield Apple Festival, Inc. may allocate space and determine the location of vendors. **Sizes of spaces will be strictly enforced. There will be a \$25 charge for returned checks. After a bad check is received, vendors will have to pay by cash or money order.**
3. **All vendors agree to keep the immediate area around their booth, tent, shelter house, trailer or area clean and free of clutter.** All vendors agree to conduct themselves appropriately. All vendors further agree that they will comply with any and all requirements of the State Fire Marshall, Bloomfield Fire Department, Bloomfield Police Department, Bloomfield Town Council and Bloomfield Apple Festival, Inc. as well as applicable Town ordinances and laws of Indiana and the United States.
4. Absolutely NO alcoholic beverages of any kind are permitted at the Apple Festival. If you are found to be in possession of alcoholic beverages at the Bloomfield Town Park, the Bloomfield School grounds, or any other areas being used by the Apple Festival, you will be charged with a criminal offense and asked to leave the festival immediately. There shall be no refund of your vendor's fees or deposits.
5. Electrical and water hook-ups are available. Vendors MUST use the electrical services (outlets) available. **There will be NO re-wiring or hardwiring of electricity allowed. Extension cords must be at least 12- gauge. No splices in cords will be allowed.**
6. By order of the State Fire Marshall, all vendors **must have** an easily accessible, charged fire extinguisher in his/her tent. Also, no stakes are allowed in the ground due to underground wiring in the Park. Four sand bags will be available for 10' x 10' tents and 6 sandbags for 10' x 20' tents. All tarps must be fire retardant.
7. All decisions of the Bloomfield Apple Festival, Inc. and the Town are final and not appealable except as otherwise required by law.
8. This contract is the entire contract between Vendor and the Bloomfield Apple Festival, Inc. and the Town. This contract may not be amended or modified unless done so in writing and signed by all Parties.
9. The vendor shall be responsible for any legal fees, court costs, and expenses, incurred by the Town and/or the Bloomfield Apple Festival, Inc. in compelling or attempting to compel compliance with this Contract or in remedying or attempting to remedy any breach of this Contract by the Vendor.
10. **NO VEHICLES ALLOWED IN THE PARK** unless permitted by Apple Festival Personnel.

Print Name: \_\_\_\_\_

Signed Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

2023

For Internal Use Only:

Total Amount Enclosed: \_\_\_\_\_

I understand and agree to all of the terms in this contract.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Contract Name: \_\_\_\_\_

Group or Business: \_\_\_\_\_

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

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

Phone Numbers: \_\_\_\_\_

I (WE) PLAN TO EXHIBIT (general description): \_\_\_\_\_

**APPLE THEMED ITEMS OR PRODUCTS:** \_\_\_\_\_

**Non-Profit Group**

Please circle the requirement needed:

10 x 10 Space (\$25)

10 x 20 Space (\$35)

10 x 30 Space (\$45)

Other Space Requirement:  
(describe: \_\_\_\_\_)

Please Circle appropriate utility requirements:

Electricity **110v 20amp** (additional \$15)

Electricity **220v 50amp** (additional \$15)

Water

Other Requirement:  
(describe: \_\_\_\_\_)

**Non-Profit Food Vendors will be assessed an additional \$50 fee at the end of the festival for gross sales in excess of \$1,000.**

**For-Profit Businesses and Individuals**

Please circle the requirement needed:

10 x 10 Space (\$65)

10 x 20 Space (\$110)

10 x 30 Space (\$155)

Other Space Requirement:  
(describe: \_\_\_\_\_)

Please Circle appropriate utility requirements:

Electricity **110v 20amp** (additional \$25)

Electricity **220v 50amp** (additional \$25)

Water

Other Requirement:  
(describe: \_\_\_\_\_)

**Commercial Food Vendors**

Please Circle appropriate utility requirements:

A flat fee of \$500 will be paid by September 19, 2023. This is a non-refundable payment.

Electricity **110v 20amp**

Electricity **220v 50amp**

Water

Other Requirement: (Please notate size of trailer including tongue)  
(describe: \_\_\_\_\_)

Please complete and return this contract and entry fee to: Bloomfield Apple Committee, P.O. Box 211, Bloomfield, IN 47424-0101. Make checks or money order payable to: Bloomfield Apple Festival. If you have any questions, please contact Ashley Rudisill at (812)327-8731 or Darla Chesnut at (812)381-3475.

# Set-Up and Tear Down And Non-Negotiables Contract

## Bloomfield Town Park

**Thursday Set-up:** Starts at **8AM** on October 5<sup>th</sup> and must be completed by **8PM** that evening.  
There will be designated parking spots to unload.  
Once you have checked in we will let you know when and where you can park to unload.  
If driving in the park is permitted, you will have a 30 minute window to drive in, unload and exit the park.

**Saturday Tear Down:** May start when the entertainment ends.  
Driving in the park is **NOT** permitted on Saturday night.

**Sunday Tear Down:** May start as early as 4PM. Must be completed by 8PM that evening.  
Driving in the park will only be permitted when allowed by Apple Festival personnel.

All vehicles must be parked outside of the exhibit area during the Bloomfield Apple Festival. Vendors will be allowed to park in the designated parking spots for a maximum of 20 minutes to unload or load only.

**THERE ARE TO BE NO VEHICLES INSIDE THE BLOOMFIELD PARK** unless permitted by Apple Festival Personnel.

Please initial next to each item acknowledging your understanding that these items are prohibited from sale, use, and/or possession at the Bloomfield Apple Festival and can result in the termination of your Contract without refund.

\_\_\_\_\_ explosive fireworks  
\_\_\_\_\_ smoke-makers  
\_\_\_\_\_ silly string  
\_\_\_\_\_ disappearing ink  
\_\_\_\_\_ laser pointers  
\_\_\_\_\_ brass knuckles  
\_\_\_\_\_ tasers  
\_\_\_\_\_ pellet guns  
\_\_\_\_\_ nun chucks  
\_\_\_\_\_ knives  
\_\_\_\_\_ marijuana paraphernalia

\_\_\_\_\_ or any other items deemed inappropriate by Bloomfield Apple Festival, Inc.

\_\_\_\_\_ No games of chance are allowed, as described by Indiana Law.

\_\_\_\_\_ No sale of "knock offs" will be allowed.

Print Name: \_\_\_\_\_

Signed Name: \_\_\_\_\_

Date: \_\_\_\_\_

# Indemnification and Hold Harmless Agreement

## Bloomfield Apple Festival

### Bloomfield, Indiana

For and in consideration of Bloomfield Apple Festival, Inc. authorizing the undersigned to vend at the 2022 Bloomfield Apple Festival, the undersigned participant does hereby agree to indemnify and hold harmless the Bloomfield Apple Festival, Inc. it's members, volunteers and officers, for any claim or bodily injury to any person whomsoever, occurring in or upon the space reserved for all activities of the Bloomfield Apple Festival, including costs and reasonable attorney fees.

Participant agrees to assume all risks and release the Bloomfield Apple Festival, Inc. it's members, volunteers and officers, from any and all liabilities from any and all claims for injuries, damage or loss, including, but not limited to, loss or damage of vendors' property in the care, custody, or control of the vendor.

In the event the Bloomfield Apple Festival, Inc. it's members, volunteers or officers, are named as defendant(s) in any action covered by this indemnification and hold harmless agreement, then in such an event, the undersigned vendor does hereby agree to immediately accept the tender of said defense, defend said action, and hold the Bloomfield Apple Festival, Inc. it's members, volunteers and officers, harmless of any liabilities thereon.

I understand that the vendor space must be open during Bloomfield Apple Festival hours. On behalf of myself and the organization I represent, I acknowledge receipt of the vender contract and the rules and regulations related to participating as a vender and will abide by the rules and regulations.

**This form must be signed and returned to the Bloomfield Apple Festival, Inc. before entry to the Festival. Failure to do so will result in forfeiture of space and fees.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name & Title \_\_\_\_\_

Company/Organization Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

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

**Company/Organization will be open or closed on Sunday:** \_\_\_\_\_