



## 2013 High Desert Celtic Festival and Highland Games Vendor/Clan Agreement:

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between the High Desert Celtic Society, herein referred to as HDCS and \_\_\_\_\_, herein referred to as "Vendor/Clan" with reference to the following facts:

- 1) If the Vendor/Clan is accepted, HDCS grants the Vendor/Clan the right to sell, distribute or display and the Vendor/Clan agrees to sell, distribute or display at the festival site only the items listed and described in the attached HDCS Vendor/Clan Application.
- 2) HDCS will provide space at the festival site. This space designated by HDCS will be 10' x 10' for each site requested and rented by the Vendor/Clan. Each space is outdoors on a grass field and is not guaranteed to be level or smooth. Please make sure to bring **WEIGHTS** to secure your booth tent. We are NOT allowed to use STAKES as the grass has underground sprinkler systems. Special exemptions will be allowed upon request. Please E-mail us at least two weeks in advance of the festival dates to make sure we can accommodate your booth.
- 3) If needed, HDCS will have tables and chairs for rent. Tables are \$10.00 each and folding chairs are \$2.00 each. Please indicate on your application if you need a table and/or chairs.
- 4) HDCS will provide a maximum of four complimentary daytime tickets per Vendor/Clan to the festival.
- 5) The Vendor/Clan agrees to setup the designated site(s) and be open for business by 9:00 am on Saturday, August 10th, 2013. The Vendor/Clan must remain open until 6:00 pm. All Vehicles will be cleared from the grounds by 8:30am and not allowed back on until visitors have cleared the vending area after 6pm.
- 6) The Vendor/Clan shall keep the site(s) in a clean and sanitary condition at all times. The Vendor/Clan shall be responsible for removing any and all trash from their site and surrounding area and disposing of it in a trash container provided on site.
- 7) Vendor/Clans are recommended to have a general commercial liability policy of insurance for their own booth space. HDCS event insurance does not include coverage for Vendor/Clans. HDCS is not responsible for any theft or loss experienced by the Vendor/Clan.
- 8) If in the judgment of the HDCS the manner of the operation of the site(s) or the quality of the merchandise or services does not meet the requirement of this agreement, or if the Vendor/Clan is in default of any other term of this agreement, HDCS may terminate this agreement in part or in its entirety.
- 9) The Vendor/Clan may cancel this agreement at any time with the understanding that all fees paid to HDCS will be returned to the Vendor/Clan unless cancellation is after July 10, 2013. Cancellation after July 10, 2013 will not be refunded.
- 10) Sales or distribution of the following items are strictly prohibited: Alcohol, tobacco or tobacco related items, illegal substances such as illicit drugs and/or drug paraphernalia, animals/pets, and items that include adult content inappropriate for a family audience.
- 11) Dogs are always welcome at the HDCF. However, all dogs must be leashed at all times. The opposite end of the leash from the dog must be attached to an adult human or securely tied to the Vendor/Clan booth. Vendor/Clan is responsible for any and all damage to the property, grounds, other vendor/clan property.

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Signed: Name

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Date