

2012 RETAIL VENDOR APPLICATION

17th Annual Mammoth Festival of Beers & Bluesapalooza
August 3-5, 2012

Friday 4pm-9pm
Saturday 12pm-9pm
Sunday 9am-6pm



Apply Early! Space is Limited!

Vendor Name (Full name please): _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Phone: _____

Email Address: _____

Number of Staff Working at Event (maximum of 2): _____

Type of Products or Services You are Selling: _____

Important Information:

- **Applications do not guarantee acceptance.** To apply, we must receive your application no later than 4/30/12. Applications will be reviewed and you will be notified of your acceptance by 5/14/12.
- **Insurance is required. Please see details under Retail Vendor Agreement.**
- **\$750 vendor fee** - Checks for vendor fee are due by 06/15/2012 and payable to Mammoth Brewing Company.
- Fee includes one space (approximately 15' x 15') for Friday, Saturday and Sunday during event hours. (Hours at top of application). Tables available for additional fee.
- Vendors MAY NOT sell alcoholic beverages.
- **Set up times:**
 - Thursday, August 2: 10am-5pm
 - Friday, August 3: 8am-3pm **Vendors MUST be set up by Friday at 3pm**
- Vendors must bring their own extension cords, 50' or more, if you require electricity.

BY SIGNING THIS FORM, I HAVE READ & AGREE TO ABIDE BY ALL TERMS OF PARTICIPATION.

Name (please print) _____ **Date:** _____

Signature: _____

2012 RETAIL VENDOR AGREEMENT

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August 3–5, 2012



Mammoth Festival of Beers & Bluesapalooza – August 3-5, 2012

RELEASE OF LIABILITY: The Vendor, for herself/himself and successors, assigns, heirs, estate, employees, and all other persons, known or unknown, being fully aware that participation will expose her/him to a risk of property damage, bodily injury, personal injury and/or death, hereby releases, waives, discharges and covenants not to sue **MAMMOTH BREWING COMPANY**, their officers, directors, trustees, employees, agents, representatives, volunteers, and servants, and all other persons and associates connected with the event entitled **MAMMOTH FESTIVAL OF BEERS AND BLUESAPALOOZA**, and any other sponsors, individuals, or corporations associated with **MAMMOTH FESTIVAL OF BEERS AND BLUESAPALOOZA** whether known or unknown (HEREIN AFTER COLLECTIVELY "SPONSORS"), from any and all liability, including for activity or passive negligence, for any and all property damage, personal injuries, bodily injury, death and/or other claims or causes of action arising out of or relating to the Brewery's participation in **MAMMOTH FESTIVAL OF BEERS AND BLUESAPALOOZA**, INCLUDING THOSE CLAIMS WHICH ARE KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN, FUTURE OR CONTINGENCE.

COVENANT NOT TO SUE: The Vendor/Vendor Representative, for herself/himself and successors, assigns, heirs, estate, employees, and all other persons, known or unknown, covenants not to directly or indirectly commence or prosecute any action, suit, claim or other proceeding against the Sponsors arising out of or related to **MAMMOTH FESTIVAL OF BEERS AND BLUESAPALOOZA**. The Vendor/Vendor Representative is aware of Civil Code 1542 and waives its effect. Civil Code 1542 provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing this release, which if known by him must have materially affected his settlement with the debtor."

INDEMNITY AGREEMENT: Vendor/Vendor Representative shall indemnify and hold harmless the Sponsors against any and all claims, demands, causes of action, personal injuries, death, damage, costs and liabilities, in equity, of every kind and nature, whatsoever, directly or proximately resulting or caused by the act or omission of the Vendor/Vendor Representative, or any of its officers, agents, employees, guests, patrons, or invitees, and the Vendor/Vendor Representative shall, at its sole risk and expense, defend any and all suits, actions or other legal binding proceedings which may be brought or instituted against any Sponsor or any such claim, demand or cause of action, and the Vendor/Vendor Representative shall pay and satisfy any judgment or decree which may be rendered against any Sponsor in any suit, action or other legal proceedings, and the Vendor/Vendor Representative shall pay for any and all damaged or loss to the property of any Sponsor due to such loss or theft of such property, done or caused by the Vendor/Vendor Representative, its officers, employees, guests, patrons, and invitees.

Insurance Requirements:

Mammoth Beers special event insurance carrier requires that all participating vendors, breweries and contractors are **required to name Mammoth Beers dba Mammoth Brewing Company** (94 Berner Street, PO Box 611, Mammoth Lakes, CA 93546) **as an additional insured** for the 17th Annual Mammoth Festival of Beers and Bluesapalooza, as well as provide a certificate of insurance to event producer HarvestMoon Presents Inc., 1163 Main Street, Suite C, Morro Bay CA 93442-2088, or fax to (805) 772-9127.

Initial Here: _____

A copy of a certificate of insurance is required. Retail Vendor registration for the 17th Annual Mammoth Festival of Beers & Bluesapalooza is incomplete until the registration form and the certificate of insurance have been provided.

Initial Here: _____

Retail Vendor Name

Signature of Authorized Representative

Date

Send, Fax, or Email Completed Registration & Agreement to:

HarvestMoon Presents Inc.
1163 Main Street Suite C
Morro Bay, CA 93442

Fax: (805) 772-9127

Email: jim@harvestmoonpresents.com

For further information, call (888) 285-5893