



## Participant Agreement

- Participant herein will be referred to as the PARTICIPANT, and BUCKED TOOTH LLAMA, LLC as operator of the event.
- DATES AND TIMES: The event will be held on SATURDAY & SUNDAY APRIL 20<sup>TH</sup> AND 21st from 10:00 AM to 5:00 PM, both days. REGISTRATION & SET-UP TIME: FRIDAY APRIL 19<sup>TH</sup> – 9:00 AM to 10:00 PM
- LOCATION: The event will be held at JEFFERSON COUNTY FAIRGROUNDS, FAIRFIELD, IA
- RENTED SPACE: The event will rent a basic space of 10' x 10' in size. This space is the Participant's sole sales area. No mobile sales may be set up without written permission from the Event. Participant shall not assign or sublet space, share space with another Participant without the prior written consent of the Event. No participant is to change location without prior approval of the Event.
- VENDOR FEES: Vendor/participant shall pay one of the following booth fees: SEE SEPARATE
   VENDOR APPLICATION PAGE.
- ENCAMPMENTS: Selling Vendors are not permitted within an Encampment unless prior permission has been given by the Event and Vending fee is paid for each Vendor.
- VENDOR'S MERCHANDISE: The Participant shall use the rented space for the purpose of selling only
  those items that have been approved by the Event's committee. Any changes must be approved by the
  Event. The Participant shall sell items continuously during Event hours. Participants will be allowed to
  utilize their booth(s) only for purpose applied for in the application.
- PARTICIPANT'S COSTUMING AND BOOTH CONSTRUCTION: Participant shall be responsible for
  creating their own costume attire and booth theme, which must comply with the Event's theme. All
  Participants will comply with the instructions given herein regarding decorations. Modern tables,
  aluminum tent poles and other such modern items must be covered. No vinyl tent walls or roofs, no
  bungee cords, no plastic of any kind will be allowed. Booths must also comply with government rules and
  regulations regarding health, fire and safety.
- SIGNAGE: All signs must follow the theme of the Event. <u>Merchants are required to post their</u> business sign.
- AMPLIFIED MUSIC: Tape-recorded or amplified music will not be allowed by anyone other than a
  Vendor selling authentic music. Vendors selling authentic music must have speakers covered and out of
  sight or use headsets for the customers. NO RADIOS.
- SET-UP: Participants will be allowed to begin setting up their booths on FRIDAY, APRIL 19<sup>TH</sup> at 9:00 AM. If arriving on SATURDAY morning, Participant may unload their vehicles at their booth and then move their vehicle to Participant's parking immediately. No vehicles are allowed on-site after 9:30 AM Saturday or Sunday. THURSDAY SET-UP WILL NOT BE ALLOWED.

- BREAKDOWN: Participants may not break down their booth before the closing of the Event. Booths and encampments must be broken down and ready to pack PRIOR to bringing vehicle(s) on site. Vehicles will not be allowed on site until all visitors have left the site and security feels it is safe to bring vehicles on site. ALL BOOTHS MUST BE CLEARED FROM THE EVENT SITE BY SUNDAY NIGHT UNLESS PRIOR AUTHORIZATION HAS BEEN GIVEN BY BUCKED TOOTH LLAMA. Any materials left on site will become the property of the Event. All participants must be off site by 5:00PM MONDAY APRIL 22<sup>nd</sup>.
- VEHICLES AND PARKING: The Event will provide 2 vehicle or trailer parking passes for each Vendor booth. All vehicles must be parked in assigned parking areas and not on roadways. VEHICLE PASSES ARE TO HAVE NAME AND BOOTH, GUILD OR ACT WRITTEN ON THEM AND ARE TO BE KEPT VISIBLE ON VEHICLE DASH/WINDOW AT ALL TIMES. CARPOOLING IS ENCOURAGED.
- SITE ENTRY: Vendors are allowed 2 gate passes (wrist bands/lanyards). Names of workers must be submitted with application prior to event. Participants must show their passes to security upon request and will not be allowed to enter the Event without pass. Every participant must sign check in book to receive a gate pass (wrist band/lanyard).
- GARBAGE: Participants are responsible for disposing of their own trash. Please place your own trash container within your booth for this purpose. Dispose of trash in your site each night. Any trash left in your site after breakdown will result in a non-refundable cleaning deposit for all future events. As we are not the only people using this site, please treat it with the respect as we would like to be invited back for future events. Clean up your own mess and transfer all your trash to the large dumpster in vendor parking each night.
- INDEMNITY AGREEMENT: Participant shall indemnify and hold the Event harmless from any and all claims, debts, or liabilities arising by contract, tort, or otherwise out of the operations of the booth(s) and shall defend any lawsuits or claims brought against the Event by any third party of any nature or form whatsoever as a result of the Participant's operation. The applicant agrees to hold the Event harmless from all claims for damage or loss arising out of or connected with, in any way whatsoever, the Participant's use of connection therewith.
- EVENT AND GOVERNMENTAL REQUIREMENTS: Participant shall operate booth(s) in complete compliance with all rules, regulations and directives of the Event. Failure to follow such will be deemed to give authority to the Event to close the Participant's booth(s) and to bar the Participant and their employees from the Event site. The Event management shall be the sole determiner of such failure. Each Participant is responsible for all necessary and appropriate city, county, state and/or Federal licenses, taxes and permits, if any. Participant, as an independent contractor is solely responsible for their own Workman's Compensation insurance in regards to their own employees, helpers, etc. Participant shall be responsible for keeping satisfactory records of all transactions and shall be responsible for paying lowa State Sales Tax attributable thereto. If any booth(s) are forced to shut down, due to a lack of required licenses or permits, this notice serves as a caution that the Event is not liable for such licenses and will not refund fees and deposits in such instances. The Event reserves the right to remove any such instances. The Event reserves the right to remove any Participant and close their respective booth(s) if proper conduct is not followed. This includes, but is not limited to rudeness, public intoxication, illegal substances, selling works not authorized, security violations, obstructing traffic, etc.
- ATTENDANCE: Participant agrees, by the signing of this contract, to be present at all times the Event is in operation. To assure a consistency in the breakdown and cleaning process Sunday evening, all Participants shall remain open until the Event closes on Sunday.
- USE OF PARTICIPANT NAME OR PHOTOGRAPH: Participant consents to the use of their name, picture, image, recorded voice or music and those of their employees and agents by the Event, its assignments and its licenses, in connection with Events and without inspection, for such purposes of commercial or promotional usage.

- USES OF SERVICE MARK OR LOGO: Participant understands and agrees that the Event "Names" and various logos thereof are the service marks and trademarks of Bucked Tooth Llama, Llc. Participant understands and agrees not to use said marks without express written authorization of the respective entity.
- CANCELLATION: CANCELLATION MUST BE IN WRITING 14 DAYS PRIOR TO THE EVENT TO RECEIVE CREDIT TO BE APPLIED TO A FUTURE EVENT. NO REFUNDS WILL BE ISSUED.
- SEVERABILITY: Each and every covenant and agreement contained in this contract shall be for all purposes construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement herein by the Event shall in no way or manner discharge or relieve the Participant from the Participant's obligation to perform each day and every convenient and agreement herein. If any term or provision of this contract, or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this contract shall not be affected thereby and each term and provision of this contract shall be valid and shall be enforceable to the fullest extent permitted by law.
- DISCLAIMER: The Event shall not be responsible in any manner or form whatsoever for failure of the Event to be open or be operable for any reason of cause whatsoever; it being the intent of the parties that all risks of operation or lack of operation of the Event shall be borne entirely by the Participant and negotiations, if any by the Event shall be at the direction of the Event and further that any demands, torts, or causes of action shall be submitted to a mutually agreed upon arbitrator for negotiation and settlement. The Event will provide security of site; however, the Event shall have no liability of theft or damage to merchandise or displays of any Participant or other persons entering the Event grounds with or without the consent of the Event.
- VALIDITY: This contract will be received, signed by the Participant. This contract will become valid upon being signed by authorized personnel of the Event.
- ACCEPTANCE: We reserve the right to refuse service to anyone. Receipt of application does not
  automatically confer acceptance to the Event. Until your contract is signed by authorized personnel of the
  Event, your application is not confirmed/valid.
- DEMONSTRATIONS AND ENCAMPMENTS: The Event will assign certain areas for encampments and
  demonstrations of skill, crafts, or services that may be applicable to the Event's theme. If you are
  interested in an encampment area, you must give the Event Committee a complete description of
  your costuming, proposed activities, equipment, site requirements, and number of persons in your
  encampment. All encampments and demonstrations are subject to the approval of the Event.
- ANIMALS: If you bring an animal (horse, etc.) with you, you must provide the Event a copy of a
  Liability Insurance for your animal naming the Event as also insured. If you do not have this
  insurance, you will be asked to sign a waiver of liability. NO DOGS WILL BE ALLOWED AT THIS
  EVENT.
- DEADLINE: Vendor fee and Guild/Entertainer deadline is APRIL 5TH. Vendor applications received
  after APRIL 5TH must include \$25 dollar late fee. Applications will be accepted up until spaces are
  filled. Final acceptance of any & all applications will be at discretion of Bucked Tooth Llama Llc. As
  we use booth fees to finance our advertising for the Event, the sooner fees are submitted, the
  farther we can cast the advertising net. If a Vendor application is submitted after the deadline and
  the late fee is not included, it will not be processed until we receive the late fee.
- GUILDS are required to participate in "meet and greet" at the front gate as scheduled.