

2019 WACHUSETT MOUNTAIN Farmers' Market Vendor Festival Application

Business Name: _____

Your Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: (____) _____ E-mail: _____

Please Check: New Applicant: _____ OR Previous Exhibitor (# yrs): _____

Please list all items for sale: _____

What is your vehicle type? _____ How many feet of frontage do you require? _____

Do you need electricity? Circle YES or NO

Select all festivals you wish to be a vendor. Indicate the # of booths you want per festival.

Festivals and Dates	Application Deadline	\$75/weekend	Electricity \$10	Sub-Total
BBQFest Sept 28-29	Aug 28			
AppleFest October 19-20	Sept 19			
OktoberFest October 5-6	Sept 5			
Total Due:				

*Indicates this event is Juried.

Note:

- PAYMENT IN FULL is due at time of application. All applications received after the application deadline add a \$25 late fee.
- ALL applicants must submit product photos.
- Please note that tables are no longer included for tent/outdoor vendors

Check #: _____ Check payable to: Wachusett Mountain Associates

Credit Card #: _____ Expiration Date: ____/____/____ Billing Zip: _____

Name on Card: _____

Mail form, signed contract and payment to: WACHUSETT MOUNTAIN SKI AREA
Attn: Wachusett Mountain Festival
499 MOUNTAIN RD, PRINCETON, MA 01541



2019 Fall Festivals Contract
Return this form signed with your completed application

1. I hereby **RELEASE** and forever **discharge and hold harmless** Wachusett Mountain Associates, Inc. and its successors and assigns from any and all liability, claims, demands, and causes of action, of whatever kind of nature, which may hereafter arise from my participation with the Event and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with the Event. I understand and acknowledge that this Release discharges Wachusett Mountain Associates, Inc. from any liability or claim that I may have with respect to any bodily or other injury, illness, death, or property damage that may result from my participation.

2. To the fullest extent permitted by law, Exhibitor agrees **to Indemnify, Defend and Hold Harmless** Wachusett Mountain Associates, Inc., and all other additional insureds, their parents, subsidiaries, officers, directors, partners, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including legal fees and all court costs and liability (including statutory liability), arising in whole or in part and in any manner from injury and/or death of any person or damage to or loss of any property arising out of or resulting from performance of Exhibitor's obligations pursuant to this Agreement or pursuant to Exhibitor's staging and participation in the Event.
Exhibitor agrees to defend and bear all costs of defending any actions or proceedings brought against Wachusett Mountain Associates, Inc., arising in whole or in part out of any such obligations. The foregoing indemnity shall include injury or death of any of your employees or any subcontractor's employees and shall not be limited in any way by an amount or type of damage, compensation, or benefits payable under any applicable worker compensation, disability benefits or their similar employees benefit act. This indemnity shall survive the termination or cancellation of this Agreement.

3. I agree that I am responsible for the security of my own personal property, including my Booth and my products and any personal effects I bring to the Wachusett Mountain Ski Area's premises, and that the Wachusett Mountain Associates, Inc. cannot guaranty the security of my property. Should I leave any personal property, I do so at my own risk. Wachusett Mountain Associates, Inc. shall have no liability to me in the event of loss, damage, unauthorized use by any person or theft of any such property. I acknowledge that I need to purchase sufficient insurance to cover my own property.

CANCELLATION POLICY:

If you do not show to fulfill your obligation, your organization will be charged for 50% of the booth space. If you need to cancel, you must do so **7 DAYS** prior to the event in writing, to avoid being charged for 50% of the unused booth space.

FOOD SAMPLING/SERVING NOTICE:

**All food vendors selling and/or sampling must submit a food permitting application to:
Westminster Board of Health, 11 South St, Westminster, MA 01473**

I, the undersigned, hereby contracts with Wachusett Mountain Associates, Inc for participation in Fall Festival(s). I have read and agree to be bound by the provisions of this contract and the rules and regulations which are a part of this contract.

Signature: _____
Print Name: _____

Date: ____ / ____ /2019

Please email festivals@wachusett.com with any questions or concerns

Festival Rules, Regulations 2019

EXHIBITS:

- **ALL INDOOR** exhibition spaces (Covered Walkway/Main Lodge/Granite Room) vary in size. Spaces will be marked with tape and your booth must fit within this space.
- **ALL OUTDOOR** exhibition spaces are 10x10. There is no extra room as booths are placed side by side.
- You are permitted to request two spaces and a decision to allow this will be made by Wachusett Festival Organizers.
- Decorate your booth as you wish.
- Nothing shall be nailed, screwed, stapled, taped, wired or otherwise fixed to the walls, floors or any part of the building.
- All gummed or adhesive stickers are prohibited, and if used, may be subject to a \$350 charge for removal of same from the premises after show closing.
- Bring extra power cord/extension cord if requesting electricity.
- **NO** pop-up tents or tent frames allowed inside the building.
- Exhibits must be manned for the entire festival. You can begin breaking down 15 minutes **AFTER** the official festival end time. Anyone leaving early without notifying management will not be asked to participate the following year.
- Wachusett Mountain reserves the right to wait-list or reject any application for any reason.

NOTE:

Booth placement is on a first come, first served basis. Your location will be set no later than one week prior to the festival and you can call for your location for set-up purposes. Wachusett Festival Organizers reserve the right to move vendors as necessary up to the day of the festival. We cannot guarantee your specific requested booth space but do our best to accommodate you in your top room choice. All requests will be considered.