

2021 Delmarva Outdoors Expo

Vendor Application and Agreement

www.delmarvaoutdoorsexpo.com

Oct 1 - Oct 2 - Oct 3
4pm-9pm 9am-6pm 9am-4pm

| Vendor Type | Vendor Fee | Electric Hookup | Vendor Space |
|---------------------|--------------------------------------|--------------------|------------------|
| Food | \$500 by Aug. 1 • After Aug 1, \$550 | N/A | 20' by 30' space |
| Commercial | \$375 by Aug. 1 • After Aug 1, \$425 | \$25 (110v outlet) | 10' by 20' space |
| Craft & Non- Profit | \$200 by Aug. 1 • After Aug 1, \$250 | \$25 (110v outlet) | 10' by 10' space |

Application Deadline: 9/14/2021

Organization Name _____

Contact _____ Email _____

Phone _____

Address _____

Website _____ Business License Number _____

Description of Item(s) being sold:

– \$500 Food/ (\$550 after 3/15/21) \$200 Craft/Nonprofit (\$250 after 3/15/21) \$375 Commercial/ (\$425 after 3/15/21)

Select Vendor Type:

Additional footage: (Each extra linear foot is \$20) _____ ft. x \$20 = \$ _____

Electric service (110v) (\$25.00) \$ _____
(BRING AT LEAST A 100' EXTENSION CORD)

TOTAL DUE \$ _____

Make check payable to: Delmarva Outdoors Expo

Return payment and form to: Delmarva Outdoors Expo, P.O. 220 Bethel, De 19931

Yes, I have read and understand all information outlined in the Vendor Agreement.

Any modification of this agreement shall be null and void unless said modification is set forth in writing by the said parties. This agreement incorporates all agreements and understandings, either oral and or written, between the parties and has not excluded any term contemplated prior to the signatures of the parties. This agreement has been read, understood and entered into freely, voluntarily and absent of duress by the parties signed below.

Signature of Vendor _____

In order to process this application, the agreement must be signed, dated and returned. Any applications received without the agreement signed will be considered void and will not be processed. No application is complete without payment. The Event Organizer reserves the right to refuse any applicant for any reason with or without cause.

Vendor Agreement

The Vendor agrees to each and all clauses set forth in this agreement and identified in the Delmarva Outdoors Expo application herein incorporated by reference. Failure by the vendor to abide by any clauses set forth in this agreement of the 2021 Delmarva Outdoors Expo, gives Delmarva Outdoors Expo (hereinafter known as DOE) and/or the authorized agents of DOE, the right to:

- Immediately terminate this agreement,
- Require the Vendor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises.
- Forfeit any and all fees paid to DOE for the right and privilege of participating as a Vendor of the 2020 Delmarva Outdoors Expo.

No clauses of this agreement may be changed in any way or altered without the written, signed permission of DOE. Agreement clauses are as follows:

1. Delmarva Outdoors Expo agrees to provide each Vendor with either a **20' x 20' space, 10' x 20' space, or 10' x 10' space** at the Delaware State Fairgrounds in the designate event area. The Vendor must provide their own tent; tables, chairs and 100' extension cord (if electrical power is requested). In the event the Vendor fails to appear at the Festival and claim their reserved space by 1:00 PM, EST, on Friday, April 26, DOE reserves the right to assign, and or resell, such space to another prospective Vendor without further notice, nor refund, to the undersigned Vendor.
2. Vendor agrees to indemnify and hold DOE and Delaware State Fair Inc. (Property owner), including its officers, agents and employees, harmless from any and all liability arising out of the Vendor's participation in the Festival. This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Vendor's agents or employees.
3. **Vendors shall not sublet their space to anyone.**
4. Vendor agrees to obey all rules and instructions as directed by DOE's Vendor Coordinators during the festival weekend, any failure to strictly adhere to such instructions may result in the immediate termination of this agreement and immediate forfeitures of any and all fees paid to DOE.
5. Vendor agrees and acknowledges that household pets, amplified sound, barbeque grills, within or around your designated booth space is strictly prohibited. Any violation herein shall be considered a material breach of this agreement by the Vendor and shall result in immediate termination of this agreement and forfeiture of any and all fees paid to DOE.
6. Vendor agrees and acknowledges abiding by all directions by DOE which seeks to protect the Delaware State Fairgrounds and the safety of Festival patrons. Vendor hereby acknowledges its liability, and agrees to compensate DOE, for any damage(s) caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, materials, objects to the environs and infrastructure of the Fairgrounds which causes DOE to pay for the repair, replacement, or other remuneration to the facility for such damage to the environs or infrastructure of the park.
7. Out of fairness and consideration of all festival participants, Vendor acknowledges and agrees to only utilize such space contained within the confines of its booth, and not to extend beyond 3 feet directly in front of its booth, for any sales, distribution, or other solicitation by DOE participant. Vendor acknowledges and agrees that they are strictly prohibited from "canvassing" or otherwise roaming the Festival Grounds in any effort to promote its booth's purpose unless authorized by DOE.
8. As a courtesy to other exhibitors and festival participants, any amplified sound and loud noise from your booth is prohibited. Additionally, the Vendor acknowledges and agrees that any material of an adult nature shall be displayed subject to the Federal, State, and Local rules, laws, and regulations regarding the display of such materials which may be considered obscene or objectionable for view by minors.
9. DOE reserves the right to prohibit, within any Vendor booth or on the festival grounds, the display, advertisement, or other promotion of any business, company, or organization which may be in conflict with a current event sponsor or preferred vendor. Any questions concerning current sponsors or preferred vendors should be directed to **Darrell Meade**
10. Vendor shall not display, offer for view or sell any illegal or contraband items.

11. Vendor shall not display, offer for view, take orders for, sell, or solicit for donation any items that are imprinted, emblazoned or marked in any manner with any and all the words "2020 Delmarva Outdoors Expo." Or Delmarva Outdoors Expo.
12. Cancellations / Refund Policy / No Shows: A 50% refund will be given with a written request received by April 1, 2020. No refunds will be given at April 1, 2020.
13. DOE makes no representation or guarantees towards actual festival attendance.
14. Vendor understands that DOE has no control over weather, acts of God, acts of terrorism, or governmental intervention, or any other cause that may prevent and alter and or interrupt, the festival weekend, and participants shall hold DOE harmless for any losses that could arise because of such an event.
15. **DOE reserves the right to place Vendors in a booth location at the complete discretion of DOE.** DOE shall have sole and complete authority to place the vendor in any location on the festival grounds, irrespective of the vendor's request. DOE makes no representation, nor does it guarantee any volume of "foot-traffic" of Festival Guests in any area of the grounds. DOE cannot speculate, nor control, the popularity of one area of the Festival over the other.
16. DOE will provide limited overnight security at the festival site on Friday, April 24th and Saturday, April 25th; however **exhibitors assumes all risk of loss or damage to exhibitor's equipment, fixtures and property from any cause whatsoever.** Exhibitor is responsible for securing its display area. The Indemnified Parties expressly disclaim any responsibility for theft, damage or loss of any exhibitor's equipment, fixtures and property before, during or after this event.
17. Vendor upon vacating their booth space (s) will ensure that such space shall be free of any and all trash or refuse with such being placed in the appropriate containers. **Failure of the Vendors to clean their booth site may result in the future denial of Vendor participation.**
18. Signs/Banners/Tents shall be made of a flame retardant material and proof of such fire retardant rating shall be made available to the County Fire Marshal upon request. Failure to have such fire retardant rating information available could result in the immediate closure of the Vendor's operation until such information is satisfactorily provided. Any losses or damages by Vendor are hereby waived against DOE, for failure to have such information readily available for inspection by the Fire Marshal.
19. DOE reserves the right to limit the number of additional vendor daily tickets bought under the terms of the Agreement. Doe will give 3 weekend passes per 10' x 10' space. Additional ticket costs to be determined by vendor coordinator.
20. **Indemnification:** Exhibitor assumes entire responsibility and agrees to release, indemnify, defend and hold Doe and The Delaware State Fair, Inc. and each of their respective parent subsidiary and affiliated companies, and each of their respective shareholders, directors, officers, employees, agents. Successors and assigns ("Indemnified Parties") from and against any and all claims, damages, liabilities, losses, governmental charges or fines demands or causes of action of any kind, including but not limited to personal injury, death and/or property damage, and cost and expenses, including attorneys' fees and cost of investigation and suit ("Damages") arising from or in any way connected with this Agreement or any alleged or actual breach thereof or from any act or omission of Exhibitor, its employees or agents. This includes but is not limited to any claims related to the preparation, handling, storing or serving of food. Furthermore, Exhibitor agrees that the above indemnity shall extend to all fines levied and/or penalties incurred as a result of Exhibitor not possessing and displaying current permits and licenses. The terms of this section shall survive the termination or expiration of this Agreement.
21. Exhibitor agrees that the above indemnity shall extend to all fines levied and/or penalties incurred as a result of Exhibitor not possessing and displaying current permits and licenses. The terms of this section shall survive the termination or expiration of this Agreement.
22. **INSURANCE:** Exhibitors are advised to see that their regular company insurance includes extra-territorial coverage, and that they have their own theft, public liability and property damage insurance. Exhibitor, at its sole cost and expense, shall obtain and keep in force during the term of this Agreement the following minimum amounts of insurance coverage that shall be primary and non-contributory with any coverage of the Indemnified Parties:
(a) Commercial General Liability insurance with limits not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage; \$2,000,000 general aggregate; \$2,000,000 products-completed operations aggregate; including coverage for premises-operations, products- completed operations, personal and advertising injury,

and contractual liability; (b) Automobile Liability insurance with limits not less than \$1,000,000 combined single limit each accident for bodily injury and property damage, including coverage for all owned, hired and non-owned vehicles; (c) Workers' Compensation insurance with statutory limits; and (d) Employer's Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident; \$500,000 each employee for bodily injury by disease; \$500,000 policy limit for bodily injury by disease. All such insurance shall insure performance by Exhibitor of the indemnity provisions of this Agreement but does not limit Exhibitor's obligation to indemnify. Exhibitor, its representatives and/or subcontractors will be responsible for providing insurance for their equipment and materials located at the event. At least thirty (30) days prior to the event, Exhibitor must provide The Delmarva Outdoors Expo a certificate of insurance evidencing that the Indemnified Parties are included as Additional Insured under the Commercial General Liability and Automobile Liability insurance and that a Waiver of Subrogation in favor of the Indemnified Parties is included under all required insurance. All insurance shall be in a form and from an insurer reasonably acceptable to counsel for DOE. Exhibitor shall provide DOE at least thirty (30) days prior written notice of any modification, cancellation or exhaustion of limits and provide DOE with a certified copy of the above policies if so requested. All certificates of insurance are to be mailed to: Delmarva Outdoors Expo P.O BOX 220 BETHEL, DE 19931 or Email to Delmarvaoutdoorsexpo@gmail.com.

23. **COMPLIANCE WITH LAWS:** Exhibitor shall comply with all federal, state, city and local laws, ordinances, rules and regulations. Exhibitor agrees to be responsible for local, city, state and federal licenses and permits required. Delmarva Outdoors Expo and Delaware State Fair, Inc., reserves the right to refuse to allow Exhibitor onto the Event property or remove any Exhibitor from the Event property premises if Delmarva Outdoors Expo or Delaware State Fair, Inc. believes in their sole discretion that Exhibitor has not complied with the terms of this Agreement.

For more information contact: **Darrell Meade (443) 223-0567, or email at delmarvaoutdoorsexpo@gmail.com**

Vendor Information

General Information:

- There is no discount for purchase of multiple booths.
- Vendor Space is limited. Priority will be given to returning vendors

Food Vendor Information:

- Food Vendors must complete all required Temporary Food Applications and all rules and regulations of the Kent County Health Department must be adhered to during the Festival.
- Food Vendors must submit a complete menu for approval during the application process. Any changes to proposed menu after the Event Organizer must approve acceptance.
- Food booths are also required to display the following: 1) Health Certificate; 2) Fire Extinguisher.
- Food vendors are responsible for their power and water requirements.

Do we provide other items?

The Vendor must provide their own tents, tables, chairs and 100' extension cord if electrical power is requested. **Additional linear feet may be purchased at a rate of \$20 per additional foot.** Violators will be charged the additional footage fee prior to opening for business. Vendors will not be allowed to open for business without paying additional fee or reducing occupied space.

When can I load in to my space and when can we load out of the festival?

Vendors can load in on Friday, April 23rd from 7am to 2pm. You are not allowed to break down before the close of the 3rd day after 4:00pm when the festival ends.

Will I receive a parking pass and entrance to the festival?

Yes, each vendor will receive 1 parking pass and 3 weekend vendor admissions per 10' x 10' space for entrance to the festival.