

2019 Art & Wine Fusion - Artist/Vendor/Exhibitor Registration

Website: <https://ArtWineFusion.com/>

Email: ExecDir@MtAdamsChamber.com

Items for sale must be original and locally produced (no resale of consigned, purchased, or imported items).
Coordinator: Mt. Adams Chamber of Commerce PO Box 449 White Salmon, WA 98672 Phone: 509-493-3630

Your Name: First: Last:
Business Name:
Mailing Address:
Street Address:
Email: Phone:
Website: http://

Registration Type (You must pick ONE):

No sales commissions are taken.

- ☐ **Artist Booth Fee: \$50.00 before June 5th, \$60.00 June 5th to July 5th, \$75 July 6th to July 25th**
☐ **Vendor Booth Fee: \$75.00 before June 5th, \$85.00 June 5th to July 5th, \$100 July 6th to July 25th**
☐ **Non-Profit Exhibitor \$20 (NOTE: Must be a Non-Profit Organization)**

Do you want access to an Electrical Outlet? (\$10 extra) - Electric outlets and lighting in the park are somewhat limited. Use of an independent lighting system is recommended to facilitate after-dark shopping and booth take-down. Please indicate if you want access to an electrical outlet (\$10). You will need to provide your own extension cord.

- ☐ **I want access to an electrical outlet. (\$10 extra)**
☐ **I do not want access to an electrical outlet (no extra charge)**

Total Enclosed:

Today's Date:

Briefly describe your products and your booth/display equipment (tables, racks, etc.):

**ART AND WINE FUSION - WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT**

To register as a vendor in Art & Wine Fusion you must read and accept the terms of the following agreement.

A – Release of Liability - In consideration of your permitting my participation as a vendor at the ART AND WINEFUSION (the "Festival") held in Daubenspeck Park, Bingen, Klickitat County, Washington on Saturday July 27, 2019. I, the undersigned, on behalf of myself, my heirs, legatees, executors, administrators, and all assignees, person representatives and legal representatives, or as officers of a corporation duly authorized to execute this agreement on behalf of the corporation I bind the same to its terms on behalf, do HEREBY DISCHARGE, WAIVE, RELEASE, AND

HOLD HARMLESS from any and all rights, claims, demands, and causes of actions of every kind whatsoever for any damages, death, personal injuries, or loss of property I or the corporation I am representing may have, or which may accrue to me or my consideration, known or unknown, foreseen or unforeseen, as a result of my participation in the Festival.

B – Assumption of Risk - Furthermore, I agree to ASSUME ALL RISKS, WHETHER KNOWN, UNKNOWN, ANTICIPATED, OR UNANTICIPATED, AND I AGREE TO FOREVER RELEASE the ART & WINE FUSION FESTIVAL and its employees, volunteers, agents, directors, officers, and assignees, event officials sponsors, contributors, and their respective agents, boards, commissions, the City of Bingen, the Washington State Transportation Commission, the Washington St Department of Transportation, the Washington State Patrol, and their officers, agents and employees, and any other involved representatives of the aforementioned (collectively, the "Releasees"), who through negligence and/or other actions or inactions might otherwise be liable to me, including any costs or expenses (particularly including but not limited to, attorneys' and other professionals' fees).

C – Indemnification - I agree to INDEMNIFY, HOLD HARMLESS AND DEFEND the Releasees for, from and against and all liability and responsibility whatsoever, however caused, for any and all damages, claims, or causes of action that I, my estate, heirs, administrators, executors, or assigns or corporation may have for any loss, personal injury, or death to any person, organization, whether they are a release or another entity, arising out of, connected with, or in any manner pertaining to my participation in the Festival, my use of the vendor area or while in, on or upon the premises where the Festival is being conducted due to the negligence or unintentional acts of myself, my employees, my subcontractors, or independent contractors or invitees or helpers who are there because of my presence. I further agree to INDEMNIFY, HOLD HARMLESS AND DEFEND the Releasees from all liability incurred as a result of any lack of authority on my part to make this release, to assume such risk, or to sign this Agreement. I further agree if any demand is made or lawsuit indicated to which the terms of this agreement are applicable then my duty and my corporation's duty to indemnify shall begin the moment said demand is made that I agree to pay for all attorney fees, expert fees and deposition and other costs as they become due.

D – Agreement in General - This waiver and release of liability and indemnification agreement is INTENDED TO BE ABROAD AND INCLUSIVE AS IS PERMITTED UNDER WASHINGTON LAW. If any portion of this agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall no affect the validity, legality and enforceability of any other provision hereof. This agreement shall be governed by and controlled by the laws of the State of Washington.

I understand that by accepting this document I, or the corporation for whom I am accepting, am expressing my intent to waive valuable legal rights that I or the corporation now possess or might possess in the future. I am accepting this document of my own free will. I intend that this release of liability, assumption of risk and indemnity agreement shall be binding on me and my corporation and on anyone else making a claim on my behalf. No oral representation, statements, or inducements, apart from the foregoing written agreement, have been made. I am at least eighteen (18) years of age and fully competent, and have my corporation found I execute this release for full, adequate, and complete consideration, fully intending to be bound by same. I have read this agreement and full agree to be bound by its terms.

Read the following guidelines, print the form, sign and date that you will comply, and then mail this form and payment to: Mt Adams Chamber of Commerce, PO Box 449 White Salmon, WA 98672

BOOTH GUIDELINES

1. Artists must be approved by Art & Wine Fusion. You will be notified of acceptance.
2. Spaces for all participants will be 10' X 10' and individually pre-assigned in or adjacent to Daubenspeck Park in Bingen, WA. On the day of the event a festival vendor official will show you to your space assignment before you set up.
3. Set up can begin Saturday, July 27th at Noon and must be completed by 2:30pm. All vehicles must be removed and booths fully set up by 2:45pm. Absolutely no vehicles will be allowed back into the Festival area until 10:00pm. Booth take down may be completed after 10:00pm and also on Sunday morning, July 28th
 - A. Canopy tents are encouraged and must be secured for wind. Artists/vendors are responsible for providing their own tables, chairs, canopies, anchor weights, and display equipment - the festival only provides the space (equipment is available from Your Rental Center in Hood River).
 - B. **Please indicate above if you want access to an electrical outlet (\$10).** Use of an independently powered lighting system is strongly recommended and encouraged to facilitate after-dark shopping and booth take-down.
 - C. All sale items must be kept within the bounds of your assigned exhibition space.
 - D. Participants are not allowed to bring dogs and other pets in the Festival Areas without prior approval.
 - E. In order to maintain a safe, family-friendly atmosphere, the following items are not allowed for display or sale: noise makers, weapons of any kind (real or toy), adult oriented items, or drug paraphernalia.

***** ALL participating artists, vendors, and exhibitors MUST PROVIDE a Certificate of Liability Insurance stating:**

- 1) Coverage for the date of the festival: July 27th, 2019
- 2) General Liability Insurance coverage is \$1,000,000 (minimum),
- 3) "The City of Bingen" "Northshore Community Foundation" and "Mt. Adams Chamber of Commerce" are listed as "Additional Insured"

1-3 day Artist, Crafter, and Tradesperson Insurance is available for \$39. Visit our website vendor registration page for the online link.

I have read the above guidelines and waivers and agree to comply

Signature: _____

Date:

If you see yourself posted on our website ArtWineFusion.com as a current year vendor, your application has been accepted. We look forward to seeing you at this year's festival!!