

AuGres Pirate Festival 2008 Non-Food Vendor Agreement

Location: AuGres Harbor of Refuge – Water St. – AuGres, MI

Dates & Times: August 2, 2008 11:00 a.m. till 11:00 p.m.

Set up: Between 7 a.m. and 10:00 a.m.

Tear Down: Before noon August 3, 2008

Non-Food Vendor Fee: \$25.00

Must be paid in full with submitted application.

The number of non-food vendors will not be limited in number. They will be limited based on merchandise to avoid excess duplications.

2007 AuGres Pirate Festival Non-Food Vendor Agreement

Vendor hereby contracts with the Riff-Raff Crew for space at the 2008 AuGres Pirate Festival as follows:

Vendor agrees to use and pay for booth space as described. Vendor agrees to accept space assigned and will not sub-let to anyone else.

Neither the Riff-Raff Crew, the City of AuGres, sponsors or any volunteers will be responsible for any injury which may arise to vendor, their employees, agents, guest or customers; or for the loss, theft of or damage to any merchandise, display, samples or vehicle from any cause whatsoever while in transit to or from, or while participating in the AuGres Pirate Festival. By executing this contract, vendor agrees absolutely and irrevocably to waive and release any claim it may have against the Riff-Raff Crew, the City of AuGres, sponsors, volunteers, their agents, officials or employees.

When Acts of God or any other causes not within the control of the Riff-Raff Crew make it impossible for the vendor to occupy the Festival premises, then in such case the Riff-Raff Crew is jointly released from any and all claims for damages which may arise as a consequence thereof.

The Vendor also agrees to the following conditions of this contract:

- a. Set up shall be completed between 7 a.m. and 10 a.m. the day contracted.
- b. Only merchandise specified in contract may be sold.
- c. Booth sharing by vendors is not permitted.

- d. Booth size is 15' x 15'.
- e. Merchandise, samples and exhibits must be removed by noon August 3.
- f. The Riff-Raff Crew shall be entitled to close an exhibit at any time for failure of Vendor to perform, observe and comply with any term set forth in the contract.
- g. Vendor shall not be entitled to a refund or any part of any fee should he/she, for any reason, be unable to participate after acceptance.
- h. If for any reason the management determines that the location of the non-food vendors be changed, management reserves this right.
- i. All pertinent laws, ordinances and regulations pertaining to health and public safety shall be strictly observed.
- j. Vendor will cooperate by keeping area clean.
- k. Exhibits left over-night are the Vendors own risk.

This contract must be signed and returned by June 15, 2008. Make check payable to the Riff-Raff Crew.

The AuGres Pirate Festival Board reserves the right to refuse any vending spaces.

