



## **2016 BIG MUDDY BLUES FESTIVAL** **VENDOR AGREEMENT**

Laclede's Landing Merchants Association (hereinafter referred to as "LLMA") organizes and presents the Big Muddy Blues Festival annually for the general public as a heritage and entertainment festival and reserves all rights as producer. Any reproduction, broadcast or commercial use of any portion of the event, in whole or in part, in any form without the explicit written consent of LLMA is strictly prohibited.

LLMA has no control over the weather, acts of nature, acts of terrorism, government intervention or any other cause that may prevent, and/or interrupt events. Vendors, promotional participants and attendees shall indemnify and hold LLMA harmless for any losses that could arise from such actions(s).

LLMA makes neither representation nor guarantees toward actual attendance. LLMA accepts no responsibility for items left at the festival site. Vendors and attendees are urged to responsibly secure all items from theft.

Vendors and attendees shall not display, offer for view, sell or consume any illegal or contraband items. Unauthorized alcohol sales, illegal alcohol consumption and ringing any kind of alcohol or illegal substance into Laclede's Landing and/or the Third St. Plaza is also strictly prohibited. The laws of the State of Missouri and local ordinance of the City of St. Louis shall control the selling/wearing of any clothing, which would otherwise be considered in violation of the state/local statutes. LLMA reserves the right to remove any violator of the law or any guideline set forth.

LLMA reserves the right to refuse applications for Vendor booths that are inconsistent or are in conflict with the Festival.

### **RULES:**

1. Vendor must complete the Vendor Application listing all products they wish to sell. The booth fee must accompany the application. Only items approved at the time of permit issuance can be sold. LLMA reserves the right to accept or reject all applications and any product(s) the vendor may wish to sell. Any application not

- approved will be returned with all fees. Checks for application fees must be made payable to “Laclede’s Landing Merchants Association”. There will be a \$25.00 fee for all checks returned because of non-sufficient funds.
2. Once the application and fees are accepted by LLMA NO REFUNDS will be issued. Submitting a signed application indicates vendor acceptance of these rules in their entirety.
  3. After approval, vendor must apply for all licenses and permits with the City of St. Louis. Each vendor is responsible for obtaining required permits. These permits may included (where applicable): tent permit, city festival license, health department license, and/or propane permit from the Fire Dept. Permits will be awarded only to vendors who have been approved by LLMA and have do have documentation to that fact. Vendors are required to provide photocopies of all necessary licenses, permits, state sales tax certificate and liability insurance before Big Muddy Blues Festival credentials will be issued.
  4. A Certificate of Liability Insurance is required naming the following as “Additional Insured” for the time of the events. “Laclede’s Landing Merchants Association, its Board of Directors, agents and assigns, and the City of St. Louis, Missouri”. Insurance must be in the amount of \$ 1,000,000.00 deemed acceptable to LLMA in accordance with vendor’s activity. Vendors for whom certificates of insurance are not received will not be issued credentials and will not receive a booth fee refund.
  5. LLMA will choose all booth locations based on safety, traffic, logistic, and neighborhood concerns. All decisions by LLMA are final.
  6. The laws of the State of Missouri and the City of St. Louis will apply to all vendors. Failure to comply with these laws will cause your booth to be closed with NO RETURN OF FEES.
  7. LLMA presents this event for the general public and reserves all rights as the sole producer of the event.
  8. LLMA contracted sponsorship agreements that provide for the preferred sales of specific product lines by vendors choosing to sell in that category. All vendors are required to adhere to the sponsorship agreements. Failure to adhere will cause immediate closure, removal of booth and forfeiture of fees.
  9. Vendors will not display or offer for sale any item that is imprinted or affixed with “Big Muddy Blues Festival” or “Big Muddy” or the Big Muddy Blues Festival logo or reproductions without prior written approval of LLMA.
  10. Attendance of Big Muddy Blues Festival is weather related. LLMA, its Board of Directors or authorized representatives make no guarantees, representations or compensation regarding attendance.



