



## **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.

11. Applicant agrees to not hold Laclede's Landing Assoc. and its Board of Directors or its authorized representatives liable regarding weather, acts of God, acts of terrorism, governmental interventions, or any other incident that may prevent and/or interrupt the events causing a loss of business.
12. Vendors are responsible for trash pick-up and removal of their assigned location and the 10 feet surrounding the area. Remember, you are a guest in the Laclede's Landing neighborhood.
13. Any vendor dealing with grease or oil is required receptacles into which you can safely secure your grease and take it with you to your place of business or an approved disposal location. Leaving or disposing of your grease or oil in any manner will result in a fine for the cost of disposal.
14. Bottles, cans, coolers and backpacks will not be allowed in the event area. Vendors must pour all drinks into disposable cups. Vendors are not allowed to serve alcohol or soda.

Failure to comply with the terms or conditions of this application/lease may result in the termination of the Vendor's participation in the 2016 Big Muddy Blues Festival and the forfeiture of the deposit. Initial deposits will be refunded only if written cancellation is received prior to August 1, 2016 and LLMA is able to re-lease the space.

\*By completing the attached Application, all vendors attest to reading the rules and regulations and agree to abide by what is written in cooperation with LLMA.

Vendor, \_\_\_\_\_ (please print) agree to the above terms of the Vendor Lease Agreement for the 2016 Big Muddy Blues Festival in Laclede's Landing.

By: \_\_\_\_\_  
 Vendor Signature Printed Name Date

\_\_\_\_\_  
 Laclede's Landing Assoc. Representative Printed Name Date

**Your final invoice, complete information on security, arrival, unloading and set-up procedures, certificate of insurance requirements, parking information, etc. will be sent to you in mid-August.**

Permit documentation, insurance certificate copies and business licenses must be received no later than August 15, 2016 at the address listed below.

Laclede's Landing Merchants Association  
 710 N. Second Street, Ste. 310N  
 St. Louis, Missouri 63102

