



NATIONAL BANANA PUDDING FESTIVAL – 2018
Saturday, October 6 – 9:00 AM – 6:00 PM and Sunday, October 7 – Noon – 5:00 PM
Centerville River Park, Centerville, TN

ARTS & CRAFTS, GENERAL STORE, NON-PROFITS, EDUCATION & DEMONSTRATION VENDOR APPLICATION

About the Festival

The National Banana Pudding Festival is a non-profit organization started in 2010 by a group of local volunteers as a venue for non-profit groups in our community to raise money. The Festival includes entertainment on two stages, the National Banana Pudding Festival Cook-off to determine the nation's best banana pudding, a dedicated kid's area, along with arts & crafts, a wide variety of food and of course, the Puddin' Path. It will be a fun time for the whole family, no matter the age.

Vendor Information and General Policies

- **Vendor applications will be accepted through September 15. However, to be listed in Festival program and newspaper insert, application and all fees must be received by August 1, 2018.**
- A significant discount is offered for applications & fees received before July 1, 2018. See application for specific fees.
- A \$10 non-refundable fee must be included with the application.
- Booth Spaces are 12' X 12' each. Be sure you order the number of spaces required to include trailer tongues, doors, tables, awnings, etc. No extra space provided.
- All spaces are located outside.
- **If electricity is required, specific information as to volts and amps must be provided on the application.**
- Vendors using electricity must supply their own extension cords (minimum 200 ft.) rated for outdoor use.
- **Booth spaces must be left clean upon departure at the close of the Festival. Failure to do so will result in the vendor being assessed a cleaning fee of \$100 and not being invited back to this Festival.**
- See Application, Guidelines and Waiver and Release of Liability for complete details.
- All fees are non-refundable if event is cancelled due to weather, acts of nature, disaster, etc. beyond our control, or if vendor chooses not to set up.

Mail completed & signed application and waiver along with all fees to National Banana Pudding Festival, 118 Church Street, Centerville, TN 37033

Vendors will be notified of the receipt of their application and acceptance status within 14 days of the receipt of the application. For further information or questions, please call 931-996-6273 or via e-mail at bananapuddingfest.arts@gmail.com.

National Banana Pudding Festival

118 Church Street

Centerville, Tennessee 37033

October 6 – 7, 2018

Arts and Crafts, General Store, Non-Profits, Education or Demonstration Vendors

Name _____

Address _____
Street City State Zip Code

E-Mail _____

Website: _____ Phone _____

Each booth space is 12'x12' and shall include & must hold trailer tongues, tables, awnings, etc. If more space is needed, additional booth space must be purchased.

ALL FEES ARE NON-REFUNDABLE

No. of Booths: If paid prior to **July 1, 2018** _____ @\$100.00 per Space = \$ _____
If paid **July 1, 2018 or later** _____ @\$150.00 per Space = \$ _____

Educational or Demonstration (no selling or business promotion permitted at this booth) # booths _____ @\$0 per space

Electrical Information: _____ NO, I do not need electricity _____ Yes, I need electricity
_____ 110 volts Amps per outlet _____ # of Outlets _____ @ \$15.00/ea. = \$ _____
Amps per outlet must be specified. If not specified, acceptance of application will be delayed/denied.

_____ 220 volts # of Outlets _____ @ \$15.00/ea. = \$ _____
(Limited availability of 220 outlets – assigned in order of applications received.)

Please indicate if water hook-up or access to water will be needed: _____

Will you use a generator? Yes ___ No ___ If yes, and you will also need power supplied by the festival, the generator cannot be wired into a main panel. No LOUD generators will be allowed!! Provide details about the generator. _____

Describe Type of Crafts – New vendors must submit 3-5 photos of your set-up or a link to your website along with an overview of items you offer. Education booths must submit copies of all information that will be handed out. _____

Have you participated in other festivals, shows, etc.? Please provide name of event/s. _____

Proof of insurance naming the NBPF as a payee should be included with application, if required of vendor. This applies to rides, games, etc. that may pose a danger to participants. If unsure, contact NBPF vendor committee.

() Please check here if under the Americans with Disabilities Act you require specific aid or services at the Festival. Please identify your needs to us by a letter included with this application.

Please include any special considerations that do not fall under ADA that would assist us in determining placement for your booth:

Application Fee of \$10.00	\$ <u>10.00</u>
Amount enclosed for space(s)	\$ _____
Amount enclosed for electricity	\$ _____
Total Enclosed	\$ _____

Signature _____

A signed application constitutes a contract to follow all rules and regulations and is a commitment to participate. The National Banana Pudding Festival and the town of Centerville, TN will hold no responsibility for loss or damage to you or your property. Your signed contract relieves the aforementioned parties of any such liability.

Our festival logo is an important part of our brand. It represents our identity and is a valuable piece of intellectual property. Letting other companies or merchandisers use our logo can give the impression that we favor or endorse them. In some situations, it can even mean we have legal liability. Any use of our logo must be approved in writing by the NBPF board and require a 10% commission on sales paid to the NBPF.

To request use of our logo please contact us. Unauthorized use of the NBPF logo on merchandise is prohibited.

Please be sure to return the following items for consideration of your application/participation:

Vendor Application	\$10 Application Fee	Signed Waiver & Release	\$ for Space/s
Proof of Insurance	\$ for Electricity	Photos of booth or space	

Festival Use Only:

Date Received _____ Amount _____ Check # _____

Confirmation Sent _____ Packet Sent _____

Guidelines

National Banana Pudding Festival

Arts and Crafts, General Store, Non-Profits, Education or Demonstration Vendors

The National Banana Pudding Festival and Cook-Off is a two day event the first weekend in October (October 6-7, 2018) in Centerville, Tennessee. The festival will open the vendor gate at 6:30 AM on Saturday and 10:00 AM on Sunday. The festival grounds will also be open for vendor setup on Friday from 10:00 PM till 6:00 PM. Friday set-up is encouraged.

PLEASE READ CAREFULLY

Fees: All fees are non-refundable if event is cancelled due to weather, acts of nature, disaster, etc. beyond our control, or if vendor chooses not to set up. We will make every effort to remain open advertised times but reserve the right to cancel due to inclement weather or other occurrences that could endanger attendees.

Pets: No pets allowed except service animals. Please be sure all of your booth workers are aware of this policy.

Equipment: Each vendor is required to furnish their own display equipment (tents, tables, extension cords in good repair and rated for outdoor use with the proper grounds, etc.) Each vendor should be prepared for extension cords up to 200ft for electrical hook-up. Each vendor is responsible for the cleanliness of their area.

Sales Tax: The collection and payment of any and all Sales Tax is the sole responsibility of the vendor. The Festival assumes no responsibility regarding the collection, reporting and/or remittance of sales tax for sales by vendors.

Vendors selling home-prepared foods (jams, jellies, honey, bread, etc.) are subject to certifications by TN Department of Agriculture. State Health Department inspectors will be on the premises during the festival.

Educational or Demonstration Vendors: This category is for organizations whose primary purpose is to provide consumer education for the festival goers at no charge and do **not** sell any products or food items of any kind; nor promote their business.

Hours/Parking: Vendor gate opens at 6:30 am on Saturday and vendors must be set up by 8:45 AM and may not tear down until 5:00 PM on Sunday. No passenger vehicles will be allowed in the festival area during festival hours. Speed limit on the festival grounds is 5 mph. A separate parking area will be designated for vendor vehicles and trailers. **Do not park in access lanes.** Security will be provided Friday and Saturday nights, however, the Festival provides no guarantee and assumes no liability for any loss or damage that might occur.

Booth spaces must be left clean upon departure at the close of the Festival. Failure to do so will result in the vendor being assessed a \$100 cleaning fee and not being invited back to this Festival.

Alcoholic beverages, illegal drugs and firearms are prohibited.

The National Banana Pudding Festival is a family-oriented event. As such, we ask that all booth workers be neat, clean and modestly dressed with no offensive or distasteful slogans, artwork or messages. We reserve the right to bar any clothing, exhibit or product that doesn't meet this family-friendly standard.

Those vendors providing activities that will require insurance coverage by the festival's insurance company will be required to provide proof of insurance with their application which must name the National Banana Pudding Festival as a payee to participate at the festival. Please ask if you are uncertain. Applications will not be considered until the signed application, fee, signed Waiver and Release and proof of insurance, if applicable, are received.

Please send your completed application, fees and signed Waiver & Release of Liability form (Pg 7) to:

**National Banana Pudding Festival
118 Church Street
Centerville, TN 37033**

For further information or questions, please contact the Vendor Committee at 931-994-6273 or bananapuddingfest.arts@gmail.com

IMPORTANT

Be sure to include the following with your application:

Signed copy of application (pages 2 & 3)

Signed copy of Waiver & Release of Liability form (page 7)

Check payable to National Banana Pudding Festival for all fees

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

The 2018 National Banana Pudding Festival

A – Release of Liability

In consideration of your permitting my participation as a vendor at the 2018 National Banana Pudding Festival and Cook-Off (the “Festival”) held in Centerville, Tennessee on October 6-7, 2018, I, the undersigned, for myself, my heirs, legatees, executors, administrators, and all assignees, personal representatives and legal representatives, or as an officer of a corporation duly authorized to execute this agreement on behalf of the corporation, I bind the same to the terms of this agreement and do hereby waive and release any and all rights and claims for damages, death, personal injuries, or loss of property I or the corporation I am representing may as a result of my participation in or presence at the Festival, against NBPF Inc., etc. officers, etc.

B – Assumption of Risk

Furthermore, **I AGREE TO ASSUME ALL RISKS, WHETHER KNOWN, UNKNOWN, ANTICIPATED OR UNANTICIPATED, RESULTING FROM MY PARTICIPATION OR PRESENCE AT THE FESTIVAL AND I AGREE TO FOREVER RELEASE the National Banana Pudding Festival, Inc. and Cook-Off AND ITS EMPLOYEES, VOLUNTEERS, AGENTS, DIRECTORS, OFFICERS AND ASSIGNEES, EVENT OFFICIALS, SPONSORS, CONTRIBUTORS, AND THEIR RESPECTIVE AGENTS, BOARDS, COMMISSIONS, AND ANY OTHER INVOLVED REPRESENTATIVES OF ALL 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, ATTORNEY AND OTHER PROFESSIONAL FEES).**

C - Indemnification

I agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Releasees for, from and against any 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 of another entity, arising out of, connected with, or in any manner pertaining to my participation in or presence at 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 or participation. 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 and in that event 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 AS BROAD AND INCLUSIVE AS IS PERMITTED UNDER TENNESSEE LAW**. If any portion of this agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not 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 Tennessee and the venue for any legal action of any nature shall be in the courts of Hickman County TN.

I UNDERSTAND THAT BY AFFIXING MY SIGNATURE TO THIS DOCUMENT I OR THE CORPORATION FOR WHOM I AM SIGNING AM EXPRESSING MY INTENTION TO WAIVE VALUABLE LEGAL RIGHTS THAT I OR THE CORPORATION NOW POSSESS OR MIGHT POSSESS IN THE FUTURE. I AM SIGNING 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.

I EXECUTE THIS RELEASE ACKNOWLEDGING THAT PARTICIPATION IN THE FESTIVAL IS FULL, ADEQUATE AND COMPLETE CONSIDERATION FOR GIVING UP THE ABOVE LISTED RIGHT AND BEING FULLY BOUND BY THE ABOVE OBLIGATIONS.

I HAVE READ THIS AGREEMENT AND FULLY AGREE TO BE BOUND BY ITS TERMS.

Vendor Signature (please indicate if signing for a corporation, in which case you must put the name of the corporation, your position with the corporation, and sign on behalf of the corporation and you must sign individually as well.

Name of corporation

Signature on behalf of the corporation and your title/position

Signature as individual

Printed Name

Date Signed

IMPORTANT

Be sure to include the following with your application:

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