



Black Diamond Labor Days

September 4 & 5, 2022

Booth Application and Contract

Business Name _____ Date _____
Contact Name _____ Phone _____
Address _____
City _____ State _____ Zip _____
Email _____ Website _____

Booth Size and Quantity Requests

Size: 10'x10' Qty _____ 10'x20' Qty _____ Days: Sunday Monday (Check every day you plan to attend)

Fees are for all days, no discount for one-day vending

Fees: Commercial Groups 10'x10' \$50
 Arts and Crafts 10'x10' \$50 (everything made by applicant)
 Non-Profit *outside* Black Diamond Limits \$25
 Non Profit inside Black Diamond Limits \$0
Non-Profit ID# _____ (cannot process without number)
 Political Organizations 10x10 \$100

Briefly describe all of your products and/or services to be sold: _____

*Items not allowed are: alcoholic beverages, stink bombs, fake cigarettes, fart spray, fireworks, weapons, (i.e. knives, cap guns, pocket knives, whips, etc.) Items inappropriate for a family event or which create a mess on the festival grounds cannot be sold at Black Diamond Labor Days.

Application must be postmarked by August 24, 2022

In signing and initialing this agreement, applicant agrees to comply with all Federal, State and Local regulations, to save and hold harmless the City of Black Diamond, the Black Diamond Labor Days Committee, their Officers, Employees, Sponsors, and Agents from any loss or damage to any persons or property caused by the applicant's operations in connection with or during the Black Diamond Labor Days Celebration. Applicant further agrees to defend said committee, its sponsors and/or agents (and the City) against any claims for any such loss or damage. By signing this agreement, applicant acknowledges they have read and understand the Exhibitor Agreement and Liability Statement and will abide by same throughout their participation in the Black Diamond Labor Days Celebration event.

Authorized Signature _____ Date _____

Print Name _____ Title _____ Phone _____

Total Amount Paid _____

Please sign contract/application before mailing it in. A check tendered in payment of this Application indicates acceptance of all terms of this Agreement.

Black Diamond Labor Days Committee (BDLD)

Attn: Judy Goodwin

PO Box 716, Black Diamond, WA 98010

253-228-2226

Return the form to:



Black Diamond Labor Days

September 4 & 5, 2022

Booth Application and Contract

PLEASE INITIAL ON BLANK LINES

Exhibitor Agreement

_____ Exhibitor Agrees to run their own booths and set up in a timely manner. **EARLY SETUP** is on **Saturday from noon to 4pm.** **Otherwise, booth set up is from 7-9:30am Sunday & Monday. Cars must be off the field by 9:30am.**

_____ If the exhibitor is not set up one hour before festival hours, the booth chairman may sell their space to another exhibitor. There is no refund of booth fees. Exhibitor is required to collect Washington State Sales Tax, which is 8.7%. If you do not have a tax number or need a tax schedule please contact the Washington State Department of Revenue.

_____ Exhibitor Agrees to pay the appropriate fee [see application]. Booth fees are non-refundable within 4 weeks of event and subject to a 25% handling fee if cancelled before that time. Exhibitor agree to keep their display dimensions within their allotted spae and not encroach upon space assigned to another exhibitor.

_____ Exhibitor Agrees to provide equipment for display of their own merchandise, booth covers, tables, etc. Sun can be a problem as well as rain. Be prepared for inclement weather.

_____ Exhibitor Agrees to describe all your products and/or services. If it is different then what was represented, you may be asked to remove it. **Items deemed inappropriate for a family event or which create a hazard cannot be sold at Black Diamond Labor Days. Exhibitor agrees to remove same upon request.**

_____ Exhibitor Agrees to use booth space in a reasonable and non-offensive manner subject to public health and safety regulations and subject to these rules and regulations of the celebration. No hawking is allowed. **No weapons are allowed on school property see RCW 9.41.280.**

_____ Exhibitor Agrees to clean their booth sites and surrounding areas during and at the end of the celebration as well as to leave their area clean after tear down.

_____ Exhibitor Agrees to remain open during festival hours, rain or shine. **No tear down will be allowed until after closing.**

_____ Exhibitor Agrees to refrain from consuming drugs or alcohol on the premises and will comply with all Federal, State and Local regulations.

Liability Statement

Black Diamond Labor Days Officials reserve the right to restrict or remove exhibits without refund, that may have been falsely entered or deemed by the officials to be unsuitable or objectionable. **This restriction applies to noise, music, persons, animals, birds, things, conduct, printed matter or anything that might be objectionable to the officials.**

Exhibitor will assume responsibility for all risks and liability arising out of the use, sale and/or exhibition of Exhibitor's services, merchandise and/or display equipment and also agrees to hold harmless and indemnify the City of Black Diamond, the Black Diamond Labor Day Celebration and Black Diamond Labor Day Committee Officers, Sponsors and Agents from any loss or damage to any persons or property caused by the Exhibitor's operations during the Black Diamond Labor Days Celebration. Exhibitor further agrees to defend the City of Black Diamond, the Black Diamond Labor Day Celebration and the Black Diamond Labor Day Committee against any claims for such loss, liability and/or damage. Exhibitor warrants that it has in place a policy of liability insurance insuring against loss and/or damage to persons or property with limits not less than \$50,000 per occurrence and \$100,000 aggregate. Exhibitor agrees to take all reasonable action, either before appearing at the Black Diamond Labor Day Celebration or after learning about allegations of loss and/or damage occurring during the Black Diamond Labor Day Celebration to ensure that the City of Black Diamond, the Black Diamond Labor Day Celebration and the Black Diamond Labor Day Committee, its Officers and Agents are included and/or treated to be Co-insureds/Co-Indemnitees under the terms of said policy of liability insurance.

Food vendors assume all responsibility for their product and must package and sell same according to all applicable Federal, State, County and Municipal ordinances.

The Black Diamond Labor Day Celebration and its officials will not be held responsible for loss of sales or lost profits due to inclement weather, natural disaster, legal restriction or ordinance, unlawful acts or acts of God. The Black Diamond Labor Day Celebration does not guarantee vendors will achieve any amount or level of product or service sales during the Black Diamond Labor Day Celebration.

Authorized Signature _____ Date _____

Print Name _____ Title _____ Phone _____