



Vendor Name: _____

Contact: _____

Cell #: _____

Email: _____

31st Annual Bluegrass Festival August 10th – 12th, 2018

Retail Vendor Application & Agreement

DUE April 6th, 2018

Vendors applying for 2018 Bluegrass Fest will be notified by May 4, 2018.

This agreement for Vendor Services at Grand Targhee Resort, is made by and between:

Grand Targhee Resort, LLC
3300 East Ski Hill Road
Alta, Wyoming 83414
("GTR")

And

Vendor Name:
Address:
City: State & Zip:
("VENDOR")

It is understood and agreed that in exchange for permission to operate as a retail vendor during the Grand Targhee Resort 31st Annual Bluegrass Festival music festival ("FESTIVAL"), on a non-exclusive basis, VENDOR agrees and accepts the following:

1. Services Subject to the terms and conditions of this Agreement VENDOR agrees to provide On-Site Vending Services at Grand Targhee Resort for the dates of the FESTIVAL. VENDOR will be limited to specific retail item sales as per item #2 of this agreement. VENDOR will also provide management and organization of the agreed upon vendor booth site during operating hours of the FESTIVAL and clutter elimination at the conclusion of the FESTIVAL of the VENDOR's booth site.

2. Merchandise VENDOR's merchandise must be approved in advance by GTR. The proposed merchandise will be as follows (please include photos or web addresses if deemed useful):

3. Booth Fees VENDOR **agrees to** pay a one time festival booth fee of:

- \$500** booth fee for a 10' x 10' booth
- \$1,000** booth fee for a 10' x 20' booth

A nonrefundable payment of 100% of the booth fee is due upon signing this agreement. Please make checks out to "Grand Targhee Resort".

If you are not accepted as a festival vendor, payments will not be processed and checks are destroyed.

If accepted as a vendor – checks will be deposited MONDAY before the festival weekend.

GTR will provide the following items and services to VENDOR as a part of the fully paid booth fee: one 110v electrical outlet access and complimentary festival tickets as follows:

10' x 10' booth – (2) 3-day passes, 2 camping passes, 1 parking pass (\$400+ value)

10' x 20' booth – (4) 3-day passes, 4 camping passes, 2 parking passes (\$800+ value)

4. Length of Agreement This agreement is for the term of the FESTIVAL, including all activities related to the actual festival, including, but not limited to, set up of VENDOR booth, vending services provided during the FESTIVAL, and clean up of the VENDOR booth location, as necessary during and after the end of the FESTIVAL. The dates of the FESTIVAL are August 10, 2018 through August 12, 2018, and therefore, this agreement is effective from August 9, 2018 through August 13, 2018.

5. Security of VENDOR's Property VENDOR is responsible for VENDOR's property at all times. GTR does not assume any responsibility for the safe keeping of VENDOR's equipment and merchandise at any time before, during or after the FESTIVAL.

6. Load In and Out Times:

***Preferred Load in is Thursday Night.

Load-In

- Thursday – 1:00 PM - 9:00 PM****Extended hours available*
- Friday- 8:00am - 12:00pm / No vehicles after 12:00.

Load-Out

- Sunday - After music venue cleared of guests.
- Monday - Tent & Vending areas clear and clean by Monday-12:00pm.
PLEASE REMOVE YOUR TRASH. This includes cut zip-ties and broken items.
- Waste services & Recycling provided on-site.

7. Temporary Business Operations Application VENDOR understands and agrees that it is VENDOR's responsibility to register with the Wyoming Department of Revenue for a Temporary Business Operations Application. The Wyoming Department of Revenue can be directly contacted at 1(307) 777-5200 or they can be found on the web at <http://revenue.state.wy.us/>.

8. Licenses Vendor understands and agrees that it is VENDOR's responsibility to obtain any and all licenses as required by law in order to provide the services as described in this agreement.

9. Insurance and Workers' Compensation requirements VENDOR agrees to obtain and maintain the appropriate insurances and to provide evidence of such insurance to GTR as described below:

- A. VENDOR shall obtain and pay for a comprehensive general liability insurance policy from an A rated insurance company in an amount not less than one million dollars (\$1,000,000), naming Grand Targhee Resort, LLC, as additional insured. VENDOR agrees that VENDOR's policies provide primary coverage. VENDOR shall also provide evidence that VENDOR's policy includes coverage for Products Liability. Said policy shall be in a form and with a carrier acceptable to GTR and shall cover all acts or non-acts by VENDOR, including its personnel, which may or may not create liability and cause GTR to be named a party to any claim asserted or made. VENDOR agrees to pay any and all deductibles occasioned by any claim and shall ensure that VENDOR's policy shall provide for payment of any and all GTR legal fees and costs. VENDOR shall provide GTR with a certificate of such insurance prior to the FESTIVAL. The certificate of insurance shall provide that RESORT will receive at least thirty (30) days prior written notice of any modifications to or cancellation of said policy.
- B. VENDOR shall also obtain and pay for an automobile liability insurance policy for any vehicles operated on GTR's premises in an amount not less than five hundred thousand dollars (\$500,000) and shall provide evidence as described above.
- C. VENDOR shall provide workers' compensation insurance as may be required by law.

10. Relationship between the parties VENDOR, its employees, owners, agents, affiliates, etc., are not agents or employees of GTR and VENDOR is an independent contractor. VENDOR is entirely and solely responsible for any and all acts and representations made by its employees and agents while engaged in the FESTIVAL.

11. Release and waiver VENDOR agrees to forever release, discharge, waive, save and hold harmless, indemnify and defend GTR, its owners, subsidiaries and/or affiliates; its and their officers, directors, shareholders, employees, agents, representatives; the U.S. Forest Service; and all other applicable landowners, sponsors and insurance carriers (RELEASEES) from and against any and all claims, demands, causes of action, liabilities, actions, and any and all medical expenses, legal fees or other related expenses, including damage to property, brought under any theory of legal liability, including ordinary negligence, arising directly or indirectly out of VENDOR's performance under this agreement and/or VENDOR's presence on GTR premises.

VENDOR also understands and agrees that GTR does not and cannot guarantee success or any particular result of VENDOR's participation in FESTIVAL. While GTR shall use its best professional efforts to achieve a successful FESTIVAL, GTR makes no warranty or guarantee of success in VENDOR's favor.

12. Photography and publicity release VENDOR agrees to allow GTR to photograph and/or film areas of VENDOR's booth before, during and after the FESTIVAL and to use all such media for reference and marketing purposes.

13. Termination of Agreement GTR may immediately terminate this agreement, with or without notice, if at any time GTR determines that the actions of VENDOR are hazardous or in any way jeopardize the safety of the general public, or for any breach of any provision herein.

14. General provisions

Binding. This agreement shall be binding upon VENDOR, its subsidiaries and/or affiliates; its and their owners, agents, employees, officers, directors; and its and their estates, family, heirs, executors, guardians, conservators, representatives, successors and assigns.

Enforcement. In the event that there has been a breach of any provisions of this agreement by VENDOR, GTR will be entitled to recover reasonable costs and attorneys' fees in any legal proceeding to enforce this agreement.

Competence. The VENDOR representative signing below hereby represents and acknowledges that he/she is competent, that he/she has fully reviewed and understands each of the terms of this agreement, that in executing this agreement, he/she has not relied on any statement, promise, or representation other than as specifically identified in this agreement, and that no form or type of coercion has been exerted over him/her by GTR or any persons or entity released herein.

Severability. If any provision of this agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement, which shall be fully severable, and given full force and effect.

Governing Law. This agreement shall be construed in accordance with the laws of the State of Wyoming and any claim made shall be submitted to the jurisdiction of the state court in Wyoming, Teton County, and no claims against the RELEASEES shall be brought in any other jurisdiction or venue.

Entire Agreement. The parties understand and agree that this agreement contains all the agreements between VENDOR and GTR, unless otherwise provided for within this agreement. VENDOR and GTR agree that this agreement fully, unconditionally, and immediately supersedes any and all prior agreements or understandings between the parties.

Execution: This agreement may be executed in any number of counterparts, all of which when so executed will be deemed an original, but all of which counterparts together shall constitute but one and the same agreement. Execution copies of this Agreement may be delivered by facsimile or electronic communication, and the parties hereto agree to accept and be bound by facsimile signatures hereto.

By the signatures contained herein, the parties agree that they have read, understand and agree to the foregoing and this it is a legal and binding contract.

Grand Targhee Resort, LLC

By: Signature _____

Printed Name _____

Date _____

By: Signature _____

Printed Name _____

Date _____

Questions?

Brigid Sinram – bsinram@grandtarghee.com

Important Reminders for Vendors:

- 1. Be prepared for inconsistent wireless in our remote mountain location. Bring paper receipts as back up for credit card transactions. VERIZON cellular service extremely limited. ATT works best.***
- 2. Vendors are responsible for cleaning up booth space.
*This includes zip-ties and garbage from booth space.***
- 3. You will be camping with other festival attendees.
There is no special camping area for vendors.***
- 4. You will be in WYOMING - local laws apply.***
- 5. NO PETS!!!***