



2019 Lynchburg TN Music Fest

Non-Profit Vendor Application

When: Friday and Saturday, August 23 & 24, 2019

Time: 8:00 a.m. – 11:30 p.m.

Where: Wiseman Park, Lynchburg, TN

Approximately 10 locations to be worked

Sales Sharing Percentage:

Non-Profit Vendors MUST be from Moore County. Non-Profit Vendors may sell waters and sponsored beverages only for fixed price set by Igniter Productions, LLC, in order to raise money for their organizations. Non-profit Vendors absolutely may not request money from any patrons/customers/etc, but will be allowed ONE (1) Donation (Tip) Box to be placed at location in plain view, that patrons can donate to as they please. Sales are limited to your specific vendor work area and to the items listed below; parking if applicable, sale of beverages, and/or other items allowed by Igniter Productions LLC cannot happen outside the vendor's designated work area. Prices for all vendor sales will be determined in advance by Igniter Productions, LLC.

Application deadline for all vendors is **June 30, 2019**.

Applicant/Contact Name: _____

Organization Name: _____

Street / P.O. Box (US Mailing Address): _____

City: _____ **State:** _____ **ZIP:** _____

Email: _____ **Telephone:** _____

Non Profit Tax Number : _____

Federal Tax ID/SSN : _____

Preferred Area Your Organization Wishes TO Work: _____



TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, Vendor and the Lynchburg TN Music Fest and Igniter Productions, LLC (Herein after Lynchburg Music Fest), each of them hereby agree as follows:

(1) Vendor shall and does hereby agree to release, hold Lynchburg Music Fest harmless and indemnify Lynchburg Music Fest, its employees or agents, from all claims, liabilities, demands, expenses, taxes or assessments of any nature or kind, expressed or implied whether sounding in tort or in contract that may be asserted against Lynchburg Music Fest, its employees or agents, by any person, firm, corporation, governmental agency or taxing authority, that may arise out of any acts or omissions, active or passive, related to the Lynchburg Music Fest or from Vendor participation therein except which arise from the gross negligence or willful misconduct of Lynchburg Music Fest.

(2) Vendor shall also indemnify, defend (by counsel reasonably acceptable to Lynchburg Music Fest), protect and hold Lynchburg Music Fest, and each of Lynchburg Music Fest's partners, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including attorneys' fees) or death of, or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by Vendor's participation in the Lynchburg Music Fest. For purposes of the indemnity provisions hereof, any acts or omissions of, or by employees, agents, assignees, or of Vendor or others acting for or on behalf of Vendor (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Vendor.

(3) Vendor acknowledges that each and every use of the Event, names, logos, mascots, titles, rights, designations, marks and trade or service marks authorized and/or owned by Lynchburg Music Fest registered or otherwise represented in whole or in part, and any other officially created forms of symbolism denoting or identifying the Lynchburg Music Fest or Lynchburg TN Music Fest, as notified by the Lynchburg Music Fest to Vendor from time to time (hereinafter collectively "Marks") requires Lynchburg Music Fest's prior written approval. Vendor shall only use the Marks for editorial and promotional purposes in order to promote the Lynchburg Music Fest and subject to obtaining the Lynchburg Music Fest's prior written approval. Vendor shall provide samples of the intended use of the Marks to the Lynchburg Music Fest upon request for approval.

(4) Vendor shall not use the Marks in any manner contrary to public policy or which could be considered to be deceptive or misleading, or which could compromise or reflect unfavorably upon the good name, goodwill, reputation and image of Lynchburg Music Fest, its sponsors or any of the Event or which may result in a breach of this Agreement or which may jeopardize or limit the Lynchburg Music Fest's proprietary interests in the Marks and such use shall entitle Lynchburg Music Fest to terminate this Agreement immediately. Vendor shall discontinue the use of the Marks immediately upon termination of this Agreement or receipt of written notice from the Lynchburg Music Fest Organization that such use is not approved.

(5) Vendor acknowledges the great value of the goodwill associated with and attached to the Marks and that such goodwill belongs exclusively to the owner of the Marks. Vendor warrants that it will not during the term of this agreement or thereafter dispute or contest, directly or indirectly,



Lynchburg Music Fest's ownership of or goodwill in the Marks. In the event that Lynchburg Music Fest determines to take action to enforce the Marks, Vendor agrees to provide all reasonable assistance to Lynchburg Music Fest in any enforcement action, such as the prevention, control and settlement of any infringement of, or challenge to, the Marks.

(6) Vendor shall ensure that any use of the Marks shall include all copyright notices and/or trade mark legend(s) in accordance with the instructions of the Lynchburg Music Fest.

(7) Vendor shall not adopt or register, or begin to use any name, logo, trade mark or symbol or mark or designation which in Lynchburg Music Fest's opinion, includes or is confusingly similar to, or is a simulation or colorable imitation of or unfairly competes with the Marks.

(8) In the event Lynchburg Music Fest is required to enforce the terms of this Agreement, Vendor agrees to pay all costs, including attorneys' fees, and to reimburse Lynchburg Music Fest upon demand for any expense or claim which it may incur as a result of the herein described transaction.

(9) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

Additional Guidelines & Regulations:

- (1) Your Booth Space will NOT be reserved until this application is approved by Lynchburg Music Fest. DEADLINE FOR APPLICATIONS is June 30, 2019
- (2) Only products with prior approval will be allowed for sale at festival. Any changes or additions MUST be approved in advance by the committee. No exceptions allowed.
- (3) **Vendors MAY ONLY sell water and beverages from event beverage sponsor, at price specified in advance by Igniter Productions, LLC .**
- (4) Be prepared for rain or shine.
- (5) **Setup will be on Thursday, August 22, 2019 from 9:00 a.m. - Friday, August 23 at 7:00 a.m.**
- (6) Once application is approved and Vendor agrees to terms and is assigned an area, any cancellation will disqualify vendor from participating in future events unless approved by Igniter Productions in advance.
- (7) Lynchburg Music Fest reserves the right to review and compare items sold with items listed on this application, and ask you to remove any items not approved. Vendors not complying with this rule will be subject to removal from the Festival without refund of their fees.
- (8) **If you do not come to the festival, you forfeit all fees submitted.**
- (9) No Vendor may break down before Saturday, August 24th, 2019 at 11:50 p.m.
- (10) No Vendors may sell outside of designated work area.
- (11) **NO PETS**
- (12) Alcohol is not permitted at designated work area.
- (13) A designated smoking area will be provided. Smoking is not allowed in tents.
- (14) The Lynchburg Music Fest reserves the right to deny applications at its sole and exclusive discretion.



(15) Additional information may be obtained through our website at www.LynchburgMusicFest.com

I understand and agree with the rules and regulations that are set forth in this application, and I understand that the Lynchburg Music Fest is not responsible in any way for damage, loss or theft to my business or my customers. I hereby submit my application for the 2019 Lynchburg TN Music Fest. I understand that my failure to follow all rules to the satisfaction of Lynchburg TN Music Fest may result in the loss of my deposits and/or the closing of my booth.

I UNDERSTAND, AND HEREBY ACCEPT THESE TERMS, CONDITIONS AND REGULATIONS:

☐ I Accept

Accepted By:

First and Last Name:

THANK YOU FOR YOUR SUPPORT OF THE Lynchburg TN Music Fest 2019!

*All forms must either be returned to Lynchburg Winery at 34 Hiles St, Lynchburg, TN 37352, emailed to Vendors@LynchburgMusicFest.com