

Texas Pirate Festival
At Middlefaire
Tent Craft Vendor Application
For the Weekend of May 1-2, 2010

Vendor/Business Name: _____

Address: _____

City/State/Zip: _____

Phone Number - Home and Cell (if available): _____

1. Tent vendor rates:

a. Canopy size ----- 12 x 12 feet: = \$40 per weekend

b. Large -----16 x 20 feet (approx.) : = \$60 per weekend

c. Bazaar Space (roughly 12' x 12'): = \$50 per weekend

3. Number of weekends you will sell: _____

4. Your choice from above, and payment: _____ x _____ = \$ _____

5. Please list in detail the items you intend to sell: _____

6. Your Web site: _____

7. Your E-mail: _____

PLEASE READ ALL PAGES, AND SIGN PAGE THREE BEFORE SIGNING BELOW.

I have read all pages of this contract fully, and I agree fully to its contents and requirements.

(Signature)

(Printed Name)

(Date) _____

Please send your payment in the form of postal money order and a signed copy of this contract, to the Middlefaire Company, Inc., PO Box 961, Hillsboro, TX 76645. Deadline for forms is April 24, 2010.

Page Two--Rules and Regulations

1. All vendor tents and canopies should be camouflaged to completely cover all obvious plastic and metal parts. We suggest that metal poles be disguised by use of heavyweight cloth or linen, un-dyed canvas, or burlap.
2. All vendors will be responsible for trash at their booths and will keep their space clean and clutter-free. All trash must be removed from vendor booth sites by the end of the day on Sunday at close of the festival weekend. Failure to maintain a clean vendor site may result in a vendor not being offered contracts for future events.
3. All booths will be open from 11 AM to 7 PM Saturday and from 11 AM to 6 PM on Sunday. Vendors may break down their stock one hour before official closing time each day at their discretion, for packing up and securing goods and merchandise. Vehicles, however, may not be used for this purpose.
4. Vendors who cancel or fail to show for the festival, after signage of this contract and payment of fees, will not receive a refund for their payments in any way, shape, or form. As a matter of professional courtesy, vendors who cannot make the event will also be expected to inform faire management of their inability to do so in advance of April 24, 2010. Failure to do so may result in vendor not being offered contracts for future events.
5. All vendors will appear before the public in some sort of colonial, Baroque, or pirate-style costume.
6. Vehicles are NOT to be driven on the lanes or village grounds of the festival for any reason during faire hours without special permission from the Management.
7. Vendors will have their merchandise fully set up and ready for the public to browse, and remove their motor vehicles from the grounds, no later than 10:00 AM each festival morning.
8. Vendors must inform Middlefaire of any changes to their address, phone number, email address, or any other contact information previously provided to the Festival. Vendors will maintain a viable mailing address, and understand that the Faire must be able to reach them at all times.
9. Vendors will be responsible for any friends, family members, or children in their care who may be guests in their booth areas during the run of the festival, and will ensure courteous behavior of their guests at all times.
10. Vendors will be personally responsible for obtaining and displaying a State of Texas Sales Tax Permit.
11. Vendors of weapons will be required to provide their own liability insurance, and to present Middlefaire Management with photo copies establishing proof of insurance. Prior to opening.
12. Tents are to be broken down and merchandise secured, Sunday evening after closing. Tents full of merchandise are not to be left standing onsite on following days where they can be damaged by weather. Middlefaire Company Inc. will not be held responsible for lost, damaged, or abandoned items, nor for any kind of personal property (or vehicles) that are affected by weather. Protection of personal property from loss, theft or damage is the sole responsibility of the vendor.
13. In addition to the foregoing, Vendors will be subject to any posted 'rules of the festival' and must follow their requirements as well.

Page Three- Hold Harmless Agreement

I, _____ hereby agree to hold harmless the Middlefaire Company Incorporated, the land owners of the Middlefaire festival site, and any staff, designated volunteers, or any person(s) involved with the Middlefaire Company, Incorporated, for any or all damages to persons and personal property resulting from acts of God, weather, theft, vandalism, accident, injury, or medical emergency. The Middlefaire Company Inc. shall be not held responsible for lost, stolen, damaged, or abandoned personal items, nor for personal property, nor trailers or motor vehicles that are damaged, stuck in mud, or otherwise adversely affected by bad weather.

Further: The Middlefaire Company, Incorporated, shall forever and in perpetuity be held harmless from any cause or action, claim or petition, filed in any court or administrative tribunal, arising out of said event, including all costs, attorneys fees, judgments, or awards.

I understand that the activities or function(s) in which I participate may be inherently dangerous and can cause serious or grievous injuries, including bodily injury, damage to personal property, and/or death. I recognize that there are serious risks involved with reenactment, vending, construction, and festival activities, including but not limited to handling of power tools, exposure to nails, screws, and other sharp fasteners, scaling ladders, stairs, steps, beams, poles, or scaffolds, handling of digging tools, exposure to cement and other chemicals, uneven ground, power cords, and the possibility of trauma related to the portage, carrying, and handling of lumber, timber, knives, hand tools, swords, clubs, axes, guns, and noise from black powder weapons. I recognize that there are serious risks involved with cooking, handling of hot foods or hot beverages, exposure to fires, lanterns, primitive camping, exposure to reptiles, wild animals or insects, and any and all physical risks related to the movement of large numbers of people. On behalf of myself, my heirs, assigns, and next of kin, I waive all claims for damages, injuries, and death sustained by me or my property, that I may have against the aforementioned released party to such activity whether caused by the ordinary negligence of the released party or otherwise, with the exception of acts of intentional, willful or wanton misconduct.

The above shall apply to any incident taking place on the festival site or its adjoining environs, land, or property, regardless of whether or not a festival is being held.

I understand and agree to all of the above, and I also agree to abide by all designated state, county, and federal laws while on the faire site, and, in signing this document, further pledge to cooperate with any and all rules or guidelines provided by the Middlefaire Company, Inc., or any of its designated security or event staff.

Print full legal name _____

Vendor Signature _____

Date _____