



3RD ANNUAL MAMMOTH BLUE SKY FEST
 Blue Sky Bowl, Mammoth Lakes, CA
 (adjacent to Edison Hall, Mammoth Campus, Cerro Coso College)
 July 8-10, 2011

RETAIL VENDOR HOURS

Friday 5:00pm-9:00pm
 Saturday 3:00pm-9:00pm

RETAIL VENDOR APPLICATION FORM

The Blue Sky Fest is about healthy living! We encourage vendors who promote progressive ideas and products on sustainable living; health and wellness; fitness and outdoor adventure; and other services that promote healthy, eco-conscious living for people and the planet. **SPACE IS VERY LIMITED! APPLY EARLY!**

FULL NAME OF VENDOR
ADDRESS
CITY, STATE, ZIP
CONTACT NAME
PHONE
EMAIL ADDRESS
NUMBER OF STAFF WORKING AT EVENT (Limit 2 people)
DESCRIPTION OF PRODUCT(S)

IMPORTANT INFORMATION

- **Applications do not guarantee acceptance.** To apply, we must receive your application no later than 5/25/11. Applications will be reviewed and you will be notified of your acceptance by 5/27/11.
- **Insurance is required. Please see details under Retail Vendor Agreement.**
- **\$400 vendor fee** - Checks for vendor fee are due by 6/8/11, and payable to **HarvestMoon Presents Inc.**, Mailing Address: 1163 Main Street, Suite C, Morro Bay CA 93442
- ***Fee** includes one space (approximately 10' by 15') for Friday and Saturday during event hours at the Blue Sky Bowl – festival headquarters location. Vendors are responsible for setup and teardown. (Hours at top of application.)
- Vendors **MAY NOT** sell alcoholic beverages.
- **Set up times:**
- Friday, July 8: 10:00pm – 3:00pm **Vendors MUST be set up by Friday at 3:00pm**
- All vendors must bring their own extension cords, 50' or more.

Approved vendors will be contacted with event access information and insurance requirements.

BY SIGNING THIS FORM, I HAVE READ AND AGREE TO ABIDE BY ALL TERMS OF PARTICIPATION.

NAME (please print) _____ DATE _____

SIGNATURE _____



RETAIL VENDOR AGREEMENT
3rd Annual Mammoth Blue Sky Fest
Blue Sky Bowl, Mammoth Lakes, CA
(adjacent to Edison Hall, Mammoth Campus, Cerro Coso College)
Friday, Saturday • July 8-9, 2011

RELEASE OF LIABILITY: The Vendor, for herself/himself and successors, assigns, heirs, estate, employees, and all other persons, known or unknown, being fully aware that participation will expose her/him to a risk of property damage, bodily injury, personal injury and/or death, hereby releases, waives, discharges and covenants not to sue **DBL ENTERTAINMENT, HARVESTMOON PRESENTS INC., MAMMOTH BREWING COMPANY, MAMMOTH LAKES FOUNDATION** their officers, directors, trustees, employees, agents, representatives, volunteers, and servants, and all other persons and associates connected with the event entitled **MAMMOTH BLUE SKY FEST**, and any other sponsors, individuals, or corporations associated with **MAMMOTH BLUE SKY FEST** whether known or unknown (HEREIN AFTER COLLECTIVELY "SPONSORS"), from any and all liability, including for activity or passive negligence, for any and all property damage, personal injuries, bodily injury, death and/or other claims or causes of action arising out of or relating to your organization's participation in **MAMMOTH BLUE SKY FEST** INCLUDING THOSE CLAIMS WHICH ARE KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN, FUTURE OR CONTINGENCE.

COVENANT NOT TO SUE: The Vendor/Vendor Representative, for herself/himself and successors, assigns, heirs, estate, employees, and all other persons, known or unknown, covenants not to directly or indirectly commence or prosecute any action, suit, claim or other proceeding against the Sponsors arising out of or related to **MAMMOTH BLUE SKY FEST**. The Vendor/Vendor Representative is aware of Civil Code 1542 and waives its effect. Civil Code 1542 provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing this release, which if known by him must have materially affected his settlement with the debtor."

INDEMNITY AGREEMENT: Vendor/Vendor Representative shall indemnify and hold harmless the Sponsors against any and all claims, demands, causes of action, personal injuries, death, damage, costs and liabilities, in equity, of every kind and nature, whatsoever, directly or proximately resulting or caused by the act or omission of the Vendor/Vendor Representative, or any of its officers, agents, employees, guests, patrons, or invitees, and the Vendor/Vendor Representative shall, at its sole risk and expense, defend any and all suits, actions or other legal binding proceedings which may be brought or instituted against any Sponsor or any such claim, demand or cause of action, and the Vendor/Vendor Representative shall pay and satisfy any judgment or decree which may be rendered against any Sponsor in any suit, action or other legal proceedings, and the Vendor/Vendor Representative shall pay for any and all damaged or loss to the property of any Sponsor due to such loss or theft of such property, done or caused by the Vendor/Vendor Representative, its officers, employees, guests, patrons, and invitees.

Requirements:

It is required that all participating vendors name "HarvestMoon Presents Inc." as an additional insured. Initial here: _____

A copy of a certificate of insurance is required. As a retail vendor, application for the Mammoth Blue Sky Fest is incomplete until the application form and the certificate of insurance have been provided. Initial here: _____

Retail Vendor Name

Signature

Date

Signature of Authorized Representative

Signature

Date

EMAIL, FAX or MAIL completed Application & Agreement to

HarvestMoon Presents Inc.

1163 Main Street Suite C

Morro Bay, CA 93442

OR Fax: 805-772-9127

For further information, call Sarah or Jim at (888) 285-5893, ext. 701 or 702.