

Silver State Art Festival

Terms of Agreement

This is an application agreement between Nevada Gourd Society (herein known as NGS) and those parties (private and commercial), who wish to exhibit and/or sell items at Silver State Art Festival, to be held at Fuji Hall and Pavilion, September 10 - 12, 2021. (Agreement also covers vendor set up on Friday, September 10, 2021 and tear down on Sunday, September 12, 2021).

1. NGS reserves the right to bar items or exhibits that are deemed hazardous, inappropriate or in bad taste.
2. Vendor/exhibitor agreed to sell only those items/merchandise described on page 1 of this application.
3. Vendor/exhibitor shall accept total responsibility for their exhibit area with regards to safety, fire, theft, accident, or injury to themselves or the public.
4. **Cancellations:** Written notice of cancellation must be received by vendor/exhibitor by NGS no later than **September 1, 2021**. A \$20 processing fee shall be deducted from vendors' refund.
No refunds after September 1, 2021!
5. NGS, Carson City Consolidated Municipality, City of Carson City, Nevada assume no responsibility for any property brought to the premises. NGS, including its officers, employees & agents, are additional insureds under General Liability as their interests may appear with respect Insurer at Silver State Art Festival held at Fuji Hall and Pavilion, Carson City, NV scheduled September 10 - 12, 2021 to include set up & tear down. 6. As a participant in the **Silver State Art Festival**, September 10 - 12, 2021, to the extent permitted by law, I hereby indemnify and hold harmless the NGS, Carson City Consolidated Municipality, City of Carson City, NV, festival executives, their officers, officials, agents and employees, against any loss, cost, damage, personal injury including death, judgment or liability of any kind including legal expenses, which the said parties may suffer by reason or arising from this event from all theft, damage, or mysterious disappearance of any merchandise and/or display materials exhibited. The vendor(s) involved will be held responsible for payment of any damage caused to any part of the grounds and its structures and fencing.
6. Should "Acts of God" or other unforeseen calamity cause the festival to be canceled, immediate notice will be given to all vendors/exhibitors. A refund of all monies paid in advance will be mailed to the vendor/exhibitor within 30 days. NGS, Carson City Consolidated Municipality, City of Carson City, Nevada are fully committed to hosting this event, but shall not be liable for claims of lost profits, business, or any other damage if the festival is canceled or rescheduled.
7. **Important:** Vendor/exhibitor access to Fuji Hall on Friday is 10:30 AM!
8. Vendors and/exhibitors have from 3 PM to 6 PM, Sunday to remove their possessions and cleanup vending space(s). Early removal of vendor set up is discouraged. If you choose to start packing up before the end of closing, you will not be accepted back next year.
9. Tax information: Nevada state sales tax is 7.6 %. It shall be the individual vendor/exhibitor's legal responsibility to collect the sales tax. The NGS will provide the appropriate forms and submit the sales tax you collect to the Nevada Dept. of Taxation.
10. This contract cannot be canceled and is non-transferable after the refund date. The Nevada Gourd Society has my permission to reproduce the photos I have submitted for the purpose of advertising and marketing for the festival. NGS has my permission to publish photographs taken of me, my booth and my artwork during the show for purposes related to the promotion of the festival past or future. NGS reserves the right to disqualify any exhibitor for failure to comply with our and regulations.

Agreed by: _____
Vendor/Exhibitor

Date

Nevada Gourd Society

Date