

Buffalo River Elk Festival 2023 Terms and Conditions

Terms and Conditions have changed. PLEASE PLACE INITIALS ON EACH LINE.

____ One booth consists of a 10 ft. x 10 ft. marked area. Vendor cannot assign or sublet booth space. Apps for shared booths must include info for all parties.

____ Vendor placement will be at the sole discretion of BREF staff. Priority of booth assignment will be given to returning vendors who complete their application early. If accepted, vendor assignment will be based on date received, product selection, etc.

____ A late fee of \$25 must be included with applications received after June 9th to be **considered for inclusion in this year's festival.**

____ Purchasing electricity after June 21 will be an additional \$25 per hookup.

____ Vendor must check-in during the assigned time. Check-in hours are Thursday **5:00 pm to 10:00 pm** and Friday **7 :00 am to 9 :00 am**. **Vehicles are not allowed within the festival boundaries after 9 :00 am Friday until 11:00 pm Saturday.**

Vendors having vehicles on festival grounds outside of the allowed time will not be considered for future festivals.

____ The Official festival hours are Friday and Saturday from **10:00 am to 11:00 pm**. All booths must remain open Friday and Saturday from **10:00 am to 8:00 pm**. Vendor must bring enough products to be able to remain open all weekend. Opening early and closing late on Friday and Saturday is encouraged.

____ Vendors may not remove merchandise or strike tent prior to **8:00 pm**. Any vendors leaving prior to **8:00 pm** will not be considered for participation in future festivals.

____ Vehicles will NOT be allowed on the festival grounds until at **11:00 pm** Saturday. This time may be later, depending on the festival crowd. Vendors may carry out items between **8:00 pm and 11:00 pm**, but **VEHICLES ARE FORBIDDEN**. Any vendor bringing in a vehicle before allowed will not be considered for future festivals.

____ Vendor must use designated parking area. Exhibitor/Concessionaire parking is provided in designated areas only. With the exception of specified set-up/load-in and break-down/load-out times, vehicles will not be permitted at event site. Vehicles must be removed immediately when asked to be by BREF staff.

____ **Vendor must not park in barricaded areas or areas marked "no parking".** Vendor may not ask for permission from local businesses to park in front of or within the area of their place of business. Senior Center and Bank of the Ozarks parking lot is reserved for Senior Center, Area Agency on Aging and Bank of the Ozarks business.

____ Buffalo River Elk Festival, Inc. retains the exclusive right to sell Buffalo River Elk Festival merchandise of any kind. Vendors will not be allowed to sell any items that **include the words, "Buffalo River Elk Festival" or any derivatives.**

____ Buffalo River Elk Festival, Inc. reserves the right to prohibit products, works or displays considered objectionable, inappropriate or disruptive and may do so without refund to vendors. The following items CANNOT be sold or distributed: bottled water, sports drinks, ice, alcohol-related products, tobacco products, and any similar items. This list is not all-inclusive. Buffalo River Elk Festival, Inc. has absolute discretion to decide at any time before or during the festival whether an item or product can be sold at the festival. If Buffalo River Elk Festival, Inc. informs Vendor that an item cannot be sold, the item must be removed from the Buffalo River Elk Festival premises immediately. **Failure to do so could result in the closure of Vendor's booth.**

____ **BREF reserves right to limit prices of drinks sold by vendors. Vendor agrees to abide by price cap set by BREF which will be communicated with letter of acceptance.**

____ Booth space is limited, and every vendor and/or product may not be selected. Photos of the set-up and detailed description of products/items to be sold are required. Photos must clearly depict all types of items to be sold. All items vendor intends to sell are subject to approval by BREF staff. Any product not specified in the application may not be allowed at the Festival, unless permission is sought and given in writing. Unapproved items must be removed from the booth if asked by BREF staff. Failure to comply may result in vendor exclusion from future festivals. Exhibition vendors may submit images of themselves creating the products. Photos may be used in marketing on Facebook and our website www.BuffaloRiverElkFestival.com. Photos may be emailed to vendors@buffaloriverelkfestival.com.

____ Vendors must furnish their own tent, tables, chairs, extension cords, lighting and all other supplies.

____ All displays, tents and structures should be of sound construction and designed in good taste. Buffalo River Elk Festival, Inc. has sole discretion to decide if any part **of Vendor's booth does not meet its standards. Tent stakes are not allowed. All booth locations are either public or private property and special permission has been given by the property owner for use during the BREF.** It is the responsibility of each vendor to respect and protect the structural integrity of festival grounds.

____ Vendor must keep its booth and surrounding area clean and free of trash, debris and hazardous conditions. Vendor agrees to leave booth spaces and surrounding

areas in the condition in which it found them. Any damage caused by vendor must be **repaired at vendor's expense. Tables should be covered and cardboard boxes stored.**

____ Food vendors should expect inspection of food operations by the Arkansas Health Department and the City of Jasper.

____ Only pre-packaged food can be sold in the retail area. Any vendor desiring to make food on the premises must submit a Food Vendor application.

____ If Vendor is approved to sell a pre-packaged food item, the vendor must provide a copy of Proof of Liability Insurance naming Buffalo River Elk Festival, Inc. as additional insured on the policy.

____ It is the sole responsibility of each exhibitor/concessionaire to obtain the applicable and appropriate state and local licenses and permits required. The City of Jasper requires a food permit in addition to the State of Arkansas.

____ Vendor is responsible for collecting, reporting and paying all sales tax. Forms and information will be provided with the check-in packet. Arkansas law requires vendors to submit a sales tax report and payment of sales tax to Buffalo River Elk Festival during each day of the festival. Vendors that have an existing Arkansas sales tax permit can pay sales tax directly to the state and city in accordance with their usual procedure.

____ Vehicles and storage trailers are not allowed for use as booths or to be near booths. Buffalo River Elk Festival does not provide parking or electrical hookups for recreational vehicles. We may assist in locating RV facilities.

____ This is an outside event. Refunds will NOT be given due to inclement weather. The festival will continue except in cases of dangerous weather. Vendor is required to be present for the entire festival. If a decision is made to suspend the festival, Vendor will be notified in a timely manner.

____ Buffalo River Elk Festival is not responsible in any way for loss or damage to **Vendor's property. Minimal security will be provided after hours, and Vendor is responsible for securing its booth.**

____ **Active solicitation outside of Vendor's booth is prohibited. Amplifiers, microphones, and generators are not allowed.**

____ These terms and conditions and the attached application constitute the entirety of the agreement between the parties. The attached application is hereby incorporated by reference as part of these terms. If any portion of this agreement is held invalid, illegal or unenforceable, such determinations shall not impair the enforceability of the remaining terms and provisions herein.

____ This agreement shall be subject to and governed by the laws of the State of Arkansas. The proper venue for any dispute shall be Newton County, Arkansas

____ Vendor agrees to indemnify and hold harmless Buffalo River Elk Festival, Inc. and any of their representatives or sponsors against any loss, cost, injury, claim, damage or charge made by any individual or entity against Vendor, Buffalo River Elk Festival, Inc. **arising from Vendor's performance under this agreement or its participation in the Buffalo River Elk Festival.**

____ Buffalo River Elk Festival, Inc. reserves the right to terminate this contract at any time before or during the festival if Vendor or its employees or agents commit any act or omission that Buffalo River Elk Festival deems, in its sole discretion, to be detrimental to the purposes of the festival, violate this agreement, or violate any law or ordinance.

____ **ANY VIOLATION OF THESE TERMS AND CONDITIONS MAY RESULT IN THE LOSS OF BOOTH SPACE FOR THE DURATION OF THE FESTIVAL WITHOUT REFUND, AND THE VENDOR MAY BE EXCLUDED FROM FUTURE BUFFALO RIVER ELK FESTIVALS.**

____ Applications that are not signed and dated or that fail to include pictures, **payment, and copies of licenses and permits, if applicable, will be considered "pending".** Only complete applications will receive a booth assignment. A signed application is a contract to participate.

____ Payment for booth space and electricity must be remitted with this application in the form of a check or money order payable to Buffalo River Elk Festival, Inc. **RE-FUNDS ARE NOT AVAILABLE FOR ACCEPTED APPLICATIONS.**

I agree to these Terms and Conditions.

Vendor Signature

Date

PRINT NAME