

Vendor Initials _____



CumberlandFest 2021 Arts & Crafts and Small Business Exposition Rules & Regulations

For the safety of everyone, please read the following Rules and Regulations and the Vendor Harassment Policy before signing as they will be strictly enforced:

I am applying to participate in the **2021** CumberlandFest Celebration, this year to be held on **August 6, 7, and 8** at Diamond Hill Park, in Cumberland, Rhode Island.

I understand the festival hours are Friday **6 PM to 11 PM**; Saturday **12 PM to 11 PM**; and Sunday **12 PM to 10 PM**. I commit to staffing my Show Area(s) for these days and during these hours.

I agree that I will use Vendor Road only (behind the forest green men's and women's facilities) to enter and exit the park. I agree to park my vehicle as directed by CumberlandFest Personnel. I agree that neither I nor my staff will touch the CumberlandFest electrical system (circuit breakers, etc.).

I understand that I will be allotted three (3) free Vendor Passes each day to be used **ONLY by staff working the festival**. I understand that I can obtain the Vendor Passes at the Ski Lodge and that there will be **NO other free admissions**.

I understand I will be allowed to display and sell only those items listed on the application form and that duplication of items will be limited to two (2) vendors. (Please refer to the Vendor Harassment Policy below). I agree to pay the below checked entrance fee (rain or shine) to rent a Show Area(s) *. I will provide my own tent/canopy of same or lesser size (North Cumberland Fire Department approved/certified), tables, chairs, displays, lights for the evenings, and any other safety equipment as required.

** One (1) Show Area is defined as one (1) 10'-0" square display space. The Show Area encompasses both retail sales and storage. The Show Area cannot infringe upon the fire department access lanes between each vendor. A Show Area cannot extend beyond a 10'-0" square. Should a Show Area extend behind or perpendicular to the roadway, you will be charged an additional \$100.00 for each Show Area.*

I understand that the Show Areas will be allocated on first come, first serve basis and payment in full must be received before the spaces will be allocated.

I acknowledge that my Show Area will include one (1) 120-volt electrical outlet for my use. Other special services required by me may be provided for an extra fee (extra electric outlets, water, etc.).

I agree to pass a safety inspection by the Rhode Island Department of Health and local Fire Department, and have a copy of my DOH Certificate, if applicable. I agree to properly address all

discrepancies found by said authorities having jurisdiction prior to the following day's opening. I agree not to bring or use a portable generator or heater.

I understand that I am expected to comply with all local and state fire codes, regulations, and the local authorities having jurisdiction. I understand that I will have a five (5) pound ABC fire extinguisher and a "NO SMOKING — NO COOKING" sign in my tent/on site.

I agree to collect and pay to the State of Rhode Island the required sales tax, as applicable. I understand that the CumberlandFest Steering Committee Personnel are not responsible for the collection and/or payment of any sales taxes.

For the safety of others, I agree to have my Show Area set up and loaded, and have all vehicles cleared of the festival area no later than **thirty (30) minutes** prior to the festival's opening times each day. I agree that my breakdown will begin **fifteen (15) minutes** after the park closes or when instructed by CumberlandFest Steering Committee Personnel. I agree not to sell or provide services outside of my Show Area.

I agree not to solicit CumberlandFest guests, not to bring any pets (dogs, cats, etc.) to the festival, and that the possession and/or sale of fireworks of any kind including sparklers is strictly prohibited. I understand that CumberlandFest and the Town will not be held responsible for any vandalism, and that the removal of my recyclables, trash, etc. will **NOT** be the responsibility of the CumberlandFest volunteers or the Town as a whole.

Indemnity

Except for CumberlandFest's gross negligence or willful misconduct, Concessionaire shall indemnify, protect, defend, and hold harmless Cumberlandfest, its board members, staff, authorized agents, and volunteers, from and against all claims, personal injuries, illnesses, and/or damages, judgments, penalties, attorneys' and expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the contracted space and sale of concessions. If any action or proceeding is brought against Cumberlandfest, its board members, staff, authorized agents, and volunteers by reason of any of the foregoing matters, Concessionaire shall upon notice defend the same at Concessionaire's expense by counsel reasonably satisfactory to CumberlandFest. CumberlandFest need not have first paid any such claim to be defended or indemnified.

Concessionaire assumes the risk that the hours of the event may be reduced due to inclement weather, acts of gods and or public safety issues. As such, Concessionaire understands they will not be entitled to a refund of any fees paid if the hours of the event are reduced.

Per the order of the Cumberland Parks and Recreation Department:

- **I agree to remove all of my recyclables, trash, etc. from my area and agree to place all such items in the proper recycling and trash containers/dumpsters located at the park entrance before I leave on Sunday night/Monday.**
- **I agree to be held solely and completely responsible for all such items left in my area and will pay all fees (e.g., fines, penalties, attorney fees, cleanup costs, etc.) for their removal and/or placement from my area as described herein.**

Vendor Initials _____

I understand that failure to comply with the CumberlandFest Rules and Regulations may result in my removal from the festival without a refund or further obligation. I agree to abide by the CumberlandFest rules and regulations. I understand that there will be no refunds under any circumstances. I understand that I leave any personal property and belongings at my own risk.

Signature

Printed Name

Date

Failure to comply with the CumberlandFest Rules and Regulations may result in removal from the festival without a refund or further obligation.

VENDOR HARASSMENT POLICY

I (and my associates) agree not to verbally or physically harass and/or otherwise bother, disturb, threaten, harm, torment, attack, or persecute, etc. any other vendor under any circumstance during CumberlandFest. All disputes must be brought to the immediate attention of the CumberlandFest Personnel. CumberlandFest reserves the right to remove or have removed anyone that harasses or otherwise does not act professionally towards other vendors. No exceptions. No refunds.

Vendor Initials _____



CumberlandFest 2021 Arts & Crafts and Small Business Exposition Application

Please Check One:

- \$100.00 Arts & Crafts Fee (due with application)
- \$125.00 Commercial (Small Business Fee; due with application)

Vendor Name: _____

Tax ID# _____

DBA: _____

Address: _____

Phone Number & email address: _____

*List of items to be sold (to be fair to all vendors, any item not on this list will **not** be allowed to be displayed and/or sold during the festival):*

Please sign the application where indicated and return it with your entrance fee paid to the order of the "Cumberland Youth Activities Council".

Denise Marshall Chairperson
Cell: 401-258-7394
Email: dsmarshall1165@gmail.com

c/o CumberlandFest Arts & Crafts Chair
P.O. Box 7862
Cumberland, RI 02864

Donna Meehan Co-Chair
Cell: 401-744-4375
Email: blingisme@gmail.com

Applications are due by July 30, 2021