

CREEKSIDE ARTS CELEBRATION

ARTIST & VENDOR APPLICATION - March 23, 24, 25, 2018

(Please fill in all blank spaces. If it is not applicable, mark N/A.)

NAME: last _____ first _____ MI _____

BUSINESS (DBA): _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Phone (home) _____ (cell or work) _____

Email: _____ Website: _____

NUMBER OF SPACES: 1 @ \$35 _____ or 2 @ \$55 _____

For Office Use Only
Bank _____
PARTICIPATION:
Date rcvd. ___/___/___

\$ _____
20 % OF SALES:
Date rcvd. ___/___/___

\$ _____
Acpt. dte. ___/___/___
HH rcvd. _____

****PLEASE WRITE CHECKS TO: CCLF-ARTS, & DROP-OFF OR MAIL TO:**
CLAYTON COMMUNITY LIBRARY FOUNDATION
Attn: Arlene K. Nielsen, 6125 Clayton Road, Clayton, CA 94517

20% DONATION OF SALES: The above check information also applies to the 20% donation of sales. CCLF is a 501(c)(3) non-profit and all donations are tax deductible to the full extent of the law under EIN # 68-0190953.

ARTISTS/VENDORS: Please list your art/craft form(s) and describe every product you plan to sell. If a product is not listed, it may not be sold. **RETAIL PRICE RANGE OF WORK:** \$ _____ low \$ _____ high

SPECIFIC PREFERENCES: If you have any, please list here... (near a neighbor or electrical outlet, inside library, community room, foyer, outdoor courtyard, etc.,)

Exhibitors may withdraw up to March 1, 2018 to secure a refund. After that date, funds are committed for producing and promoting the event and are not refundable. If weather, acts of God or other reasons beyond the control of the Clayton Community Library Foundation cause the event to be canceled, participation fees will not be refunded. The Clayton Community Library Foundation and all its duly appointed representatives will not be held liable for cancellation of the event. ****REQUIRED – HOLD HARMLESS AGREEMENT ATTACHED****

I have read and agree to all the specified terms and conditions set forth on all pages of the Creekside Arts Celebration application. **I affirm that all submitted work is original, and produced solely by the applicant.** I further release the Clayton Community Library Foundation, and all of its duly appointed representatives of all liability and responsibility for damages or loss suffered before, during or after the 2018 Celebration, or as a result of the display of my work, equipment or materials.

Signature: _____ Date: _____

CREEKSIDE ARTS CELEBRATION

INDEMNITY (HOLD HARMLESS) AGREEMENT

The Applicant will indemnify, defend (if so requested) and hold harmless the Clayton Community Library Foundation and The City of Clayton against any and all claims, damages, actions, judgments, decrees, penalties, and/or liability and expense in connection with loss of life, bodily and/or personal injury, and/or damaged or missing or stolen property arising from the use and occupancy by Applicant of the premises herein described, or any part thereof, or when conducting activities in any other part of the Creekside Arts Celebration area, whether occasioned wholly or in part by any act, omission, negligence, or any reason whatsoever of Applicant, its sub-exhibitors, employees, customers, etc.

The Applicant also agrees to indemnify, defend (if so requested) and hold the Clayton Community Library Foundation and The City of Clayton harmless and not responsible whatsoever for loss, theft, burglary, robbery, damage, fire, etc. to any and all possessions, personal property, property of any kind, including equipment, supplies, merchandise, exhibits, etc. of the Applicant or any of its sub-exhibitors, employees, customers, etc.

It is understood and agreed that the Clayton Community Library Foundation exercises sole and absolute discretion as whether or not business is being conducted in accordance with high standards of operation. It is further understood and agreed that if the Applicant should fail to conduct its business in accordance with the high standards of operation, that the Clayton Community Library Foundation shall have the option to exercise sole and absolute discretion to (a) give the undersigned verbal and/or written notice specifying the violation thereunder, and if after receipt of such notice, said violations are not corrected to the satisfaction of the Clayton Community Library Foundation may (b) cancel the agreement for use of space, performance contract, etc., at the Creekside Arts Celebration, immediately upon giving verbal and/or written notice to the Applicant. It is further understood and agreed that the Clayton Community Library Foundation shall not be required to state any reason for the exercise of such discretion, and that the Clayton Community Library Foundation is not required to return any space or rental fees to the Applicant.

Applicant

(Signature)

(Date)

(Please print name)