

# 2020 CRAWFISH MUSIC FESTIVAL MERCHANDISE VENDOR REGISTRATION

|   |
|---|
| <div style="font-size: 2em; font-weight: bold; margin-bottom: 5px;">M</div> <div style="font-size: 0.8em;">FOR OFFICE USE ONLY</div> <div style="font-size: 0.8em;">SET-UP: <input style="width: 40px;" type="text"/></div> <div style="font-size: 0.8em;">BOOTH: <input style="width: 40px;" type="text"/></div> |
|---|

Business Name:  Contact Name:

Street Address:

City:  State:  Zip Code:

Phone Number:  E-mail Address:

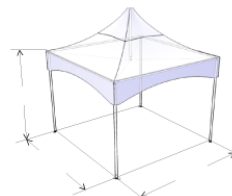
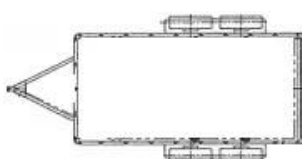
## BOOTH SELECTION

Single spaces measure 10' x 10'. Vendor space may not exceed 10' in depth and 30' in length. Vendors may sell from ONE SIDE only. **Trailer size includes hitch.** Space is assigned based on the information listed below. Mississippi Coast Coliseum Commission will not be responsible if the space given is not the right size upon arrival. Stock trucks are not permitted on the FESTIVAL grounds. Parking and electricity is available for stock trucks.

### TYPE OF BOOTH

TRAILER  
 TENT

Use drawings below to indicate selling side, length, width, etc...



### BOOTH RENTAL FEES

| DATES  | SELECT SPACE(S)                                       | 1 WEEK<br>(5 DAYS) |
|--|---|--------------------|
| <input type="checkbox"/> APRIL 15-19, 2020<br>(Wednesday – Sunday) | <input type="checkbox"/> 1 space up to 10' length     | \$350              |
|  | <input type="checkbox"/> 1.5 spaces 11' to 18' length | \$525              |
|  | <input type="checkbox"/> 2 spaces 19' to 24' length   | \$700              |
|  | <input type="checkbox"/> 2.5 spaces 25' to 29' length | \$875              |
|  | <input type="checkbox"/> 3 spaces 30' length          | \$1,050            |

|                           |    |
|---------------------------|----|
| <b>TOTAL BOOTH RENTAL</b> | \$ |
|---------------------------|----|

### ELECTRICITY

|                                  |                             |  |
|----------------------------------|-----------------------------|--|
| AMPS                             | April 15-19, 2020           | SELECT ALL THAT APPLY                          |
| <input type="checkbox"/> 20 AMP  | <input type="radio"/> \$50  | <input type="checkbox"/> 120 VOLT              |
| <input type="checkbox"/> 30 AMP  | <input type="radio"/> \$60  | <input type="checkbox"/> 240 VOLT              |
| <input type="checkbox"/> 50 AMP  | <input type="radio"/> \$85  | <input type="checkbox"/> 1 PHASE               |
| <input type="checkbox"/> 60 AMP  | <input type="radio"/> \$100 | <input type="checkbox"/> 3 PHASE               |
| <input type="checkbox"/> 100 AMP | <input type="radio"/> \$150 | <input type="checkbox"/> OTHER – SPECIFY BELOW |

**STOCK TRAILERS AND CAMPER:** No stock trailers will be allowed on FESTIVAL grounds. Stock trailers and campers will be allowed in overflow parking. Electricity will be provided on a first come, first serve basis. Each 20AMP plug is \$60 for the length of the FESTIVAL. Please indicate below the number of 20AMP plugs required.  X \$60 =

|                       |    |
|-----------------------|----|
| <b>TOTAL ELECTRIC</b> | \$ |
|-----------------------|----|

\*Including stock trailers & campers total

### INSURANCE

VENDOR WILL:

Provide certificate of insurance No Charge

Purchase insurance from MCCC \$100

|                        |    |
|------------------------|----|
| <b>TOTAL INSURANCE</b> | \$ |
|------------------------|----|

### \$300 DEPOSIT DUE WITH APPLICATION TO HOLD YOUR SPOT

\*\*Deposit will be applied toward booth rental total.

### VENDOR MUST BE PAID IN FULL WITH COI BY March 27, 2020

\*\*Applications submitted after March 27, 2020 must be accompanied by the full rental amount with Certificate of Insurance or purchase insurance through the MS Coast Coliseum.

CASH OR CREDIT CARD ONLY. NO CHECKS, NO EXCEPTIONS.

|                            |    |
|----------------------------|----|
| <b>TOTAL FEES</b>          | \$ |
| <b>DEPOSIT AMOUNT PAID</b> | \$ |
| <b>BALANCE DUE</b>         | \$ |

### ACKNOWLEDGEMENT

I \_\_\_\_\_ understand the FESTIVAL Manager Director reserves the right to reject any application. I also understand that I am responsible for reading and complying with the rules and regulations of the FESTIVAL, as well as any applicable local, state, and federal laws and regulations. I further understand that booth fees are **non-refundable**. Submission of this application is a commitment to vend at named FESTIVAL. I and my representative(s) hereby release and hold harmless all sponsors, promoters, and FESTIVAL organizers from any and all claim of injury, property damages, or loss resulting from participation in this event. By signing below, I agree to abide by the rules and regulations established for this FESTIVAL.

Printed Name of Applicant: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

## MISSISSIPPI COAST COLISEUM CRAWFISH MUSIC FESTIVAL VENDOR RULES AND REGULATIONS 2020

Whereas Lessor, MS COAST COLISEUM CRAWFISH MUSIC FESTIVAL, hereinafter referred to as the "FESTIVAL" operates the MS COAST COLISEUM CRAWFISH MUSIC FESTIVAL at the Mississippi Coast Coliseum, Biloxi, MS and WHEREAS the Lessee, the above-named Vendor, hereinafter referred to as the "VENDOR", desires to rent space on the grounds upon which to operate a concession; NOW, THEREFORE, FESTIVAL and VENDOR in consideration of the mutual undertakings contained herein, and intending to be legally bound, do hereby agree as follows:

### **1. APPLICATION APPROVAL**

VENDOR agrees that this application is subject to approval and acceptance by the FESTIVAL and the terms of which shall not constitute an agreement for the lease of commercial exhibit space until approval and acceptance by the FESTIVAL.

### **2. CONSIDERATION**

In consideration of its agreement to rent said space to VENDOR, VENDOR agrees to pay rental in-full to FESTIVAL as per the conditions stated on this lease. FESTIVAL agrees to return all money paid if, other than because of an act of God, or other common disaster or other factors or conditions beyond the FESTIVAL'S control the FESTIVAL is not held. FESTIVAL will be held "RAIN OR SHINE". All booths will be outside on the Coliseum grounds. Lighting will be provided on grounds.

### **3. PERIOD COVERED**

VENDOR shall be allowed to set up its assigned rented space at time and date designated in acceptance letter and VENDOR shall be required to vacate its space not later than midnight on the last paid day of the FESTIVAL. The FESTIVAL reserves the right to resell any space not occupied by noon April 15, 2020, and the VENDOR shall forfeit to the FESTIVAL all money paid.

### **4. HOURS OF OPERATION**

VENDOR shall be required to be in FULL OPERATION during all hours that the FESTIVAL is open to the public. Those hours of booth operation are outlined in the acceptance letter. Hours of operation are subject to change at the discretion of FESTIVAL management without prior notice.

### **5. DELIVERIES**

Only properly permitted vehicles through Gate 2 on Beauvoir Road will be allowed to make deliveries onto the grounds.

### **6. TRASH AND LITTER**

The FESTIVAL will provide dumpsters. VENDOR will be required to place trash in dumpster. VENDOR shall be required to maintain its site free of all garbage and litter.

### **7. SPACE CONFINEMENT REQUIREMENT**

It is specifically agreed and understood this lease is for the space specified, or such other space or booth as the FESTIVAL may designate and that aisles, walkways, common areas, or other parts of the FESTIVAL grounds are not considered a part of the lease area. Further, VENDOR agrees that all personnel and property used about the leased space will remain within the above-specified leased space and will not enter, occupy, use or obstruct any walkways, aisles, common ways or other parts of the FESTIVAL grounds.

### **8. RIGHT TO FINAL SPACE ASSIGNMENT**

The FESTIVAL reserves the right to make final space assignments to assure the interest of the FESTIVAL is best served. If at any time in the opinion of the FESTIVAL management, said concession or the VENDOR is found to be detrimental to the interest of the FESTIVAL, the concession or the VENDOR shall remove or relocate on demand and at the discretion of the FESTIVAL management at the expense of the VENDOR.

### **9. FAILURE OF VENDOR TO USE SPACE**

If VENDOR does not actually use the leased space, it is agreed that no portion of the rental already paid will be returned.

### **10. SECURITY**

FESTIVAL will provide 24-hour security; however, the FESTIVAL does not accept any responsibility for any lost, stolen, damaged, or other merchandise and/or VENDOR'S property. It is the responsibility of the VENDOR to make sure his/her equipment, merchandise and other personal belongings are completely covered, secured, or removed from site if they so desire. All tents must be adequately secured.

### **11. EQUIPMENT PROVIDED**

The FESTIVAL will provide space only. The VENDOR, including booth coverings, must provide all other necessary equipment. Booths will be located on grass and asphalt. An outlet for fresh water will be provided on the FESTIVAL grounds. If electricity is necessary, please pre-order as prescribed in application.

### **12. LIMITATIONS**

The use of the leased space for anything other than a food or merchandise concession is prohibited. FESTIVAL has the exclusive rights to all beverage and crawfish sales. VENDOR may not sell or giveaway any type of beverages whatsoever. VENDOR is prohibited from selling items FESTIVAL considers obscene or damaging to FESTIVAL, from selling any item referring (in words or design elements) to the Mississippi Coast Coliseum Crawfish Festival, or any part thereof, or The Mississippi Coast Coliseum without the express permission and consent of the Mississippi Coast Coliseum, from selling any and all smoking paraphernalia unless licensed to sell tobacco or such items in Mississippi, and from selling any items that may be construed as weapons of any type. Guns and knives are forbidden.

### **13. SUB-LEASE FORBIDDEN**

VENDOR agrees that it will not submit or assign the above specified space or booth. It is further agreed that two or more firms may not occupy or use the same space.

### **14. PASSES**

THREE vendor badges and ONE parking pass per 10 x 10 space shall be provided to the VENDOR.

### **15. INSURANCE**

VENDOR shall secure \$2,000,000.00 in General Liability coverage; that coverage to be in the name of the VENDOR with the Mississippi Coast Coliseum Commission named as an additional insured as well as a waiver of subrogation is to be included. If the vendor is unable to secure liability coverage in the required amount, the FESTIVAL will secure adequate coverage for an additional fee as outlined in the application to vend. There are restrictions as to what vendor liability insurance will cover.

### **16. INDEMNIFICATION**

VENDOR agrees to hold the FESTIVAL and the Mississippi Coast Coliseum Commission and their officers, directors, employees and agents harmless, and to indemnify them from any claims, actions, suits or demands, which result or arise out of the FESTIVAL'S or the VENDOR'S

ownership, maintenance or use of the FESTIVAL grounds or the space described in this lease. Further, VENDOR covenants and agrees that it will make no claims and assert no actions against the FESTIVAL or the MS COAST COLISEUM COMMISSION and their officers, directors, employees and agents for bodily injury to any person, or the death thereof, or for injury or theft, destruction of property belonging to the VENDOR or of others where such injury, death, theft or destruction arises out of its ownership, use or maintenance of the FESTIVAL grounds or the leased space described in this lease.

**17. LIMITATION OF LIABILITY**

It is agreed that the liability of the FESTIVAL for any damages arising out of failure to furnish the space provided for herein is limited to the return of such money paid as liquidated damages.

**18. RIGHT TO CLOSE FOR VIOLATIONS**

For the violation of the terms of this lease, the FESTIVAL shall have the right to declare this contract VOID and close the concession without recourse.

**19. NON-WAIVER OR PROVISIONS**

The failure of the FESTIVAL to insist, in any one or more instances, upon the strict performance of the covenants of the lease or to exercise any option contained herein, shall not be construed as a waiver or the relinquishment of such covenant or option in the future, but the same shall continue and remain in full force and effect. The receipt by FESTIVAL of rent shall with knowledge of any breach of any covenant hereinafter be deemed a waiver of such breach and no waiver by the FESTIVAL of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the FESTIVAL.

**20. VENDOR TO PAY COST OF COLLECTIONS**

VENDOR agrees to pay the FESTIVAL all expenses that it incurs in connection with the collection of any sum due hereunder, including reasonable attorney's fees.

**21. LIEN CREATED FOR MONEY OWED**

FESTIVAL shall have the right to retain all property belonging to VENDOR that is brought onto the FESTIVAL grounds to secure the payment of all sums of money due. Further VENDOR agrees that the FESTIVAL may sell or otherwise dispose, either at public or private proceedings without notice to VENDOR, any such property for satisfying any indebtedness due.

**22. NO AGREEMENTS OTHER THAN CONTAINED HEREIN**

No understanding or agreement exists except that which is specified in this lease and that it cannot be cancelled except by agreement, executed in writing.

**23. CANCELLATION**

This lease is subject to cancellation without further notice and without refund if total payment is not received in full by the due date. The FESTIVAL reserves the right to reassign the above space at its sole discretion. Once the full lease amount is paid, the VENDOR shall have the right to cancel this lease by 5:00 PM March 27, 2020; and receive all monies paid up to that time. Cancellation after this time will result in loss of all monies paid.

**26. STATE SALES TAXES**

The Mississippi Department of Revenue requires all vendors to submit 7% of the total sales, no later than 30 minutes after all final sales on the final day of the Festival, on April 19, 2020. The form will be in all vendor packets and must be filled in and returned to the office at the conclusion of the Festival. Cheating on taxes or the failure to submit will automatically disqualify you from participating in any future festivals/events at MS Coast Coliseum and Convention Center.

**27. DUMPING OF GRAY WATER**

The dumping of gray water is NOT allowed on the grounds of the MS Coast Coliseum and Convention Center. You must provide your own gray water tank. Absolutely NO leaking of water or liquid on the grounds of any type will be tolerated!