

35th Annual Winthrop Rhythm & Blue Festival
Presented by Winthrop Music Association
July 15-17, 2022
VENDOR APPLICATION

Please direct all correspondence to:

Randy Levine, vendor@winthropbluesfestival.org

Phone: 509-997-7171

How it Works:

1. Read the information below
2. Complete the form
3. Return the completed form with payment.
4. Vendors will receive a confirmation of receipt of application from WMA, either by email, phone or letter.

Details:

Applications are now being accepted and will continue until June 1, 2022. Vendors will be notified soon after if their application is approved. Applications will not be confirmed until all documents are received along with full payment. Refunds will not be issued after June 30, 2022. Payment must be received NO LATER than June 15, 2022.

- **Note:** spaces are measured in width (frontage selling space) x depth.

Booth or Trailer - Camping spot is included with booth fee but must be within booth space purchased.

Desserts/Crafts - \$400 fee *10 X 20 space; \$475 *20 X 20 space. Admission is included for **2 people**.

Food & Beverage - \$600 fee includes a *20 X 20 space. Admission is included for **4 people**

NOTE: Vendors are responsible for their own potable water after 8:00 pm Sunday night.

IMPORTANT: All health and food handlers' permits **MUST** be secured **BEFORE** coming on site. No permits will be issued on site!! Permits need to be issued by Okanogan County – [HERE](#).

Electricity Fees are:

110 Volts is a \$50.00 charge paid in advance.

220 Volts is a \$100.00 charge paid in advance. (Food Vendors only)

Availability of electricity is limited. It is available on a first come first serve basis. **NOT ALL SPACES HAVE ELECTRICITY AVAILABLE.** Vendors are responsible for their own cords and they **must be minimum 10 gauge and grounded.** 12-14 gauge grounded UL listed cords may be used for low watt lighting only at the Festival's discretion.

All garbage must be removed not left at booth space **INCLUDING** grease and liquid waste. Your site needs to be completely cleaned before you leave. If not, you will not be eligible to return to the festival in the future.

Location of all spaces will be pre-determined, and not moved unless the needs of the Festival require it.

Garbage/trash containers will be provided, as well as dumpsters. If cooking oil is used, vendors must remove it from the site following the Festival. Vendors will be responsible for keeping all trash receptacles in their area emptied, as well as litter picked up within 20 feet of their booth and eating/sales area. Vehicles must be parked so as not to block road access.

RULES, REGULATIONS & GENERAL INFORMATION

- **Absolutely No Pets are allowed!!**
- Enforcement & Permits – Winthrop Music Association’s decisions are final. Vendor will comply with all laws and regulations. Vendor is responsible for obtaining necessary permits and licenses in order to operate and/or sell at this Event. All permits and licenses must be on display at the vendor’s booth space and will be verified by the Okanogan Health Inspector during the pre-festival inspection.
- **Liability – Vendor covenants that it will protect, defend, hold harmless and indemnify Winthrop Music Association (Winthrop R&B Festival), sponsors, and volunteers against liability for lost, damaged, or stolen vendor property. All Vendors are required to carry a minimum of \$1 million limit commercial general liability naming Winthrop Music Association as an additionally insured. Proof of insurance binder (certificate) must be furnished by the June 1st Application Deadline. (see Insurance and Indemnification below)**
- All vehicles must comply with Washington State's insurance requirements.
- Vendor Tickets will not be mailed in advance. Vendors must provide employee name(s) in advance. Vendor personnel lists will be kept at the Front Gate Vendor Check-in.
- Force Majeure – There will be no refunds for rain or other act, manmade or natural, beyond the control of WMA.
- Dates and Times – July 15-17, 2022, Friday- Sunday. Set-up begins NOON on Thursday, July 14 and tear-down by Monday, July 18. ^[SEP]Note: All vendors MUST be set up and ready for business by 12:00 PM on Friday, July 15, 2022.

Food Vendors must arrive no later than 6 pm Thursday; earlier the better. All food and craft vendors need to be set up by noon Friday.

- Beverage Sales – Vendors may bring their own non-alcoholic beverages to sell. **For 2022, we will allow food vendors to sell bottled water. Vendor price may not exceed \$2 per bottle.**
- Vendor Booth, Trailer, Game & Activity – If requesting to use your own booth, tent, trailer, or applying to have a game or activity, send one color photograph of the unit(s) in full set up and list the complete dimensions required. No tents, booths, tables or chairs provided by us.
- Vendors agree to comply with festival COVID-19 protocols and requirements in place when gates open in July. *(This could include directives as they pertain to social distancing, wearing an appropriate mask, providing vaccination status or negative PCR test within the last 48 hours of festival attendance.)* For more information regarding our Covid-19 Protocol visit <https://winthropbluesfestival.com/covid-19/>

35th ANNUAL WINTHROP RHYTHM & BLUES FESTIVAL

July 15-17, 2022

VENDOR APPLICATION

Company Name _____

Contact Person: _____

Address _____

Phone _____

Email _____

Do you need power? _____ 110 Volt: \$50.00 _____ 220 Volt: \$100.00 _____

**All food and dessert booths are guaranteed power availability. Electric power may be available on a limited basis for craft booths. Portable generators can be used for craft booths to run lighting but must be turned off by 11:00 each night.

Description of booth (size, shape, type, products sold, etc.) Specify width (FRONTAGE SELLING SPACE) x depth of number of feet required. Use back of form if you need more space.

INSURANCE: Vendor agrees to maintain at all times during the term of this agreement the following insurance coverage:

- 1. Commercial General Liability with \$1,000,000 per occurrence limits; to include contractual liability coverage.**
- 2. Such insurance policy shall name "Winthrop Music Association" as an additional insured.**

All insurance policies naming Winthrop Music Association (WMA) as an Additional Insured shall be provided to WMA with 30 days written notice of cancellation. Vendor shall furnish WMA with certificates evidencing above such coverage for WMA by the June 1, 2022 Vendor Application Deadline. Certificates shall be delivered to vendor@winthropbluesfestival.org or mailed to:

**Winthrop Music Association
PO Box 1092
Twisp, WA 98856**

INDEMNIFICATION: Vendor shall defend, indemnify and hold harmless Winthrop Music Association (WMA), and its respective partners, agents, members and employees from and against any and all third-party claims for bodily injury and/or property damage arising from or in connection with any accident, injury or damage caused or alleged to be caused by Vendor, its agents, sub-agents or employees; together with all costs, expenses and liabilities incurred on, or in connection with each such claim, action or proceeding brought thereon, including without limitation all attorney fees and expenses at trial, and upon appeal. The foregoing indemnification shall survive the expiration or early termination of the agreement between WMA and Vendor.

Covid-19 Waiver

COVID-19 is an extremely contagious disease that can lead to severe illness and death. There is an inherent danger and risk of exposure to COVID-19 in any place where people gather, and no precautions, including those protocols implemented at this location, can eliminate the risk of exposure to COVID-19. By purchasing a ticket and attending our festival, you knowingly and voluntarily assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting a communicable disease or illness, including without limitations, to exposure to COVID-19, whether that exposure occurs before, during, or after the festival, and regardless of how it may be caused or contracted. By purchasing a ticket and attending this festival, you knowingly and voluntarily assume all risks relating to entry into and presence in the venue, including all parking, camping and outside areas, which may include an increased risk of exposure to COVID-19, contraction of COVID-19, personal injury, disability, or other short or long-term health effects, and/or death.

PLEASE READ CAREFULLY: Any person entering the premises waives all civil liability against the owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings.

Further, you hereby agree to release and hold harmless Winthrop Music Association dba Winthrop Rhythm & Blues Festival, the Town of Winthrop, the owners of the Blues Ranch, organizers, the artists, the venue, all vendors, and each of their respective members, partners, agents, managers, sponsors, employees, representatives, attorneys, affiliated entities, directors, owners, subsidiaries, and contractors (collectively the "Event Organizers"), from any and all claims of any kind, relating to such risks, hazards, dangers, actions, omissions, fault, and/or negligence.

At all times, you hereby agree to follow all safety protocols and requirements in place at this location, including executive orders, public health orders, and any other local ordinances and directives, as they pertain to social distancing, wearing an appropriate mask that covers the nose and mouth, and/or other similar measures while attending this festival.

By agreeing to be a vendor at the festival, you hereby acknowledge that you have read and understand the foregoing COVID-19 Warning and Waiver of Liability, and that you knowingly and voluntarily agree to the terms stated therein for both yourself and anyone for whom you are purchasing a ticket.

Covid-19 safety protocols above may be modified depending on conditions when festival gates open.

I/We agree to all of the provisions and requirements and will comply with such without reservation. WMA shall in all cases act as sole arbiter.

Signed _____ Date: _____

Booth Size: _____ Booth Fee: _____ Electricity: _____

Total Amount: \$ _____

Names of people attending needing admission:

Make Checks Payable To: Winthrop Music Association and mail to: Vendor Coordinator,
Winthrop Music Association
PO Box 1092
Twisp, WA 98856