

**8<sup>th</sup> Annual Black Diamond Blues Festival  
Black Diamond & 5th Streets, Pittsburg, California  
May 27<sup>th</sup> & 28<sup>th</sup>, 2006 – 12:00 a.m. to 7:00 p.m.**

**ARTS & CRAFT VENDOR APPLICATION**

Business/Organization Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Evening Phone \_\_\_\_\_ Day Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Sellers' Permit No. (A copy of your sellers' permit must be submitted with rental fees) \_\_\_\_\_

Type of item to be sold \_\_\_\_\_

Menu Items: Prices must include sales tax. Items and prices are subject to review and adjustment by The Black Diamond Blues Festival. List items to be sold below:

	<u>Item</u>	<u>Description</u>	<u>Price</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Number of spaces \_\_\_\_\_ @\$300.00 per two days. Booth space provided by the Black Diamond Blues Festival.

Total enclosed \$ \_\_\_\_\_ Payment must be submitted with application.  Corner space requested at an additional \$25.

◆◆◆◆◆CASHIERS CHECK OR MONEY ORDER PAYABLE TO: BAY AREA BLUES SOCIETY◆◆◆◆◆

Mail application and CASHIERS CHECK OR MONEY ORDER TO: Gwendolyn Hartley, Booth Coordinator  
9018 Hillside Street  
Oakland, CA 94603  
510-430-0653

My signature below indicates that I have read and I fully understand the Black Diamond Blues Festival Vendor/Participant Information and Guidelines; that I possess a copy of these guidelines and I will comply with them upon my acceptance to be a vendor. By signing this application, I agree to defend, indemnify and hold harmless the Black Diamond Blues Festival, Bay Area Blues Society, City of Pittsburg and any and all agents and employees from any and all suits, claims, demands, actions, or liabilities that may arise by reason of, or in any way connected with, this contract or event.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**NO REFUNDS FOR CANCELLATION**

**DEADLINE: FRIDAY, May 12, 2005 by 5:00 p.m.**

**THE BLACK DIAMOND BLUES FESTIVAL WILL NOT BE LIABLE FOR BORROWED, LOST OR STOLEN ITEMS.**

<b>OFFICE USE ONLY</b>	
Space #	_____
Booth	_____
Non Profit	_____
Insurance	_____
Sellers Permit	_____
Fee Paid	_____

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006 in the City of Pittsburg, County of Contra Costa, by and between \_\_\_\_\_, hereinafter referred to as "Participant" and the Bay Area Blues Society and The City of Pittsburg, its officers, directors, employees, agents, and representatives. IN CONSIDERATION FOR THE PARTICIPATION in the BLACK DIAMOND BLUES FESTIVAL, the parties hereby agree as follows:

1. Participant hereby releases, waives, and forever discharges both the Bay Area Blues Society and the City of Pittsburg from any and all claims, demands, causes of action, damages, losses, costs, attorney's fees and expenses of any kind or nature whatsoever known or unknown which participant have or may have against the Bay Area Blues Society and/or the City of Pittsburg resulting in any way from Participant's involvement in or merely attendance at the Black Diamond Blues Festival.
2. Participant hereby agrees to indemnify, hold harmless, and defend both the Bay Area Blues Society and the City of Pittsburg from and against all past, present and future claims, demands, causes of action, obligations, losses, liens, costs, expenses, attorney's fees, liabilities, injuries and damages of any kind or nature whatsoever brought by any person or entity arising out of or connected in any way with Participant's involvement in or attendance at the Black Diamond Blues Festival, whether caused solely or partially by a Participant or any other person or entity.
3. This Agreement may be pleaded as a fully and complete defense to any action or proceeding, as the basis for abatement of, or injunction against, such action or other proceedings, and as the basis of a cross-complaint for damages. Participant's specifically waives his or her rights under California Civil Code 1542, which provides as follows:

"A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially effected his settlement with the debtor."

4. This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the state of California with venue agreed to be in Contra Costa County, California. Moreover, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, partners, principals, agents, and all persons or entities connected in any way to be invalid, unenforceable or contrary to the public policy or any law, then the remainder of this Agreement shall not be affected thereby.
5. Each party has read and understands this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and has voluntarily signed the same.

\_\_\_\_\_  
Print/Type Name                      Title

Ronnie Stewart, Executive Director/CEO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date