

Festival Season 2006

Dear Vendor,

It's that time of the year again! The Bay Area Blues Society will be presenting and consulting on several festivals this year. We have attached applications for all events and required supporting documents. Our flagship festival, the **Hayward-Russell City Blues Festival** is scheduled for July 8 & 9, 2006.

We will continue our co-venture with the City of Pittsburg to present the **Black Diamond Blues Festival**. The City of Pittsburg will be supervising the festival on Saturday, May 27, 2006 and the Bay Area Blues Society will be supervising the festival on Sunday, May 28, 2006. The City of Pittsburg will be responsible for processing Food Booth applications (**please call the number on their enclosed application for questions**) and the Bay Area Blues Society will be responsible for processing Arts & Craft Booth applications.

Our newest addition is consultation on the **Encanto International Music & Arts Festival** scheduled for August 19 & 20, 2006 in San Diego. We will be coordinating booths and alcohol sales.

We would like to invite you to participate with us, whether you are one of our "seasoned" or "new" participants. Please act promptly to guarantee your place as booth space is assigned on a **FIRST COME, FIRST SERVED** basis. It is up to you to exercise this priority by returning the enclosed application along with your fee in the form of **CASHIER'S CHECK** or **MONEY ORDER**, made payable to **BAY AREA BLUES SOCIETY** as soon as possible. **We have not increased our fees because we appreciate your loyalty. Requests for Arts & Craft corner spaces will be an additional \$50.00.** Your application must be completely filled out, please do not leave any blank spaces. All required documents must be attached. It is not necessary to type the application but it must be eligible. Please include (3) color photos of the product you wish to sell.

We will make every effort not to duplicate the main entrée of food served in each food booth. However, side dishes may be duplicated. Food vendors must provide ground coverings to prevent any type of spillage. We will follow the same principal for arts & crafts and try not to duplicate. We have a limited number of booths available and are limiting clothing and jewelry items. As in the past the Hayward-Russell City Blues Festival will provide booths. All vendors are required to provide their own tables, chairs and table coverings to the ground. Booths may not be shared. Set-up time is 8:00 a.m. A limited amount of parking passes will be provided for vendor parking. We look forward to hearing from you. Please contact our Booth Coordinator, Gwendolyn Hartley at 510-430-0653 for further assistance. Thank you for your interest in being part of the Bay Area Blues Society Family.

Sincerely,

Paula Stewart
Director/Co-producer

Gwendolyn Hartley
Booth Coordinator

7th Annual Hayward-Russell City Blues Festival
777 B Street, Hayward, California
July 8th & 9th, 2006 – 11:00 a.m. to 7:00 p.m.

FOOD VENDOR APPLICATION

Business/Organization Name _____

Contact Name _____ Evening Phone _____ Day Phone _____

Mailing Address _____ City _____ State _____ Zip _____

Sellers' Permit No. (attach a copy of you permit) _____ e-mail address _____

Type of food to be sold _____

OFFICE USE ONLY	
Space #	_____
Booth Fee	_____
Corner Fee	_____
Insurance	_____
Sellers Permit	_____
Total Fee Paid	_____

Menu Items: Limit four (4) items per vendor. Prices must include sales tax. Items, serving sizes and prices are subject to review and adjustment by the Hayward-Russell City Blues Festival. Water supply will be designated on the day of the festival. No power is available. Vendor agrees to sell approved items only. No drinks (water, soda, etc.) will be sold by food vendor. For your convenience we have attached a copy of the health department application, which must be completed and returned to them along with their fee. List complete menu below:

	<u>Item</u>	<u>Serving size</u>	<u>Price per serving</u>
Example:	Hamburger	4 oz.	\$1.50
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

- Non-profit status? Yes No (Letter of determination must be submitted with rental fees)
 Insurance? Yes No (Proof of Liability Insurance must be submitted with rental fees)
 Employees? Yes No _____ # of employees (Proof of Workers Compensation Insurance attached)
 Environmental Health? Yes No (Food Facility Health Permit Application & fee must be submitted with this application)

Number of spaces ____ @\$600.00 per two days. Booth space provided by the Hayward-Russell City Blues Festival.

Total enclosed \$ _____ Payment must be submitted with application and all required documents attached.

◆◆◆◆◆ **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 Hayward-Russell City 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 Hayward-Russell City Blues Festival, Bay Area Blues Society, City of Hayward 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 OR ANY BOOTHS NOT PASSING HEALTH DEPARTMENT INSPECTION.

DEADLINE: MONDAY, June 23, 2006 by 5:00 p.m.

THE HAYWARD-RUSSELL CITY BLUES FESTIVAL WILL NOT BE LIABLE FOR BORROWED, LOST OR STOLEN ITEMS.

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This agreement is made this _____ day of _____, 2006 in the City of Hayward, County of Alameda, by and between _____, hereinafter referred to as "Participant" and the Bay Area Blues Society and The City of Hayward, its officers, directors, employees, agents, and representatives. IN CONSIDERATION FOR THE PARTICIPATION in the HAYWARD-RUSSELL CITY 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 Hayward 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 Hayward resulting in any way from Participant's involvement in or merely attendance at the Hayward-Russell City Blues Festival.
2. Participant hereby agrees to indemnify, hold harmless, and defend both the Bay Area Blues Society and the City of Hayward 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 Hayward-Russell City 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 Alameda 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