

Festival Season 2011

Dear Vendor,

It's that time of the year again! The Bay Area Blues Society will be presenting several festivals this year. We have attached an application for the **Hayward-Russell City Blues Festival** scheduled for July 9 & 10, 2011.

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 attached 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. We look forward to hearing from you. Please contact Gwendolyn Hartley, Booth Coordinator at 510-430-0653 for further assistance. Thank you for your interest in being part of the Bay Area Blues Society Family. Arts & Craft Application, Food Vendor Application, Food Vendor Requirements from Hayward Fire Department, and the Alameda County Health Permit information are posted on line for your convenience at [www.bayareabluesociety.net](http://www.bayareabluesociety.net), Hayward Russell City Blues Festival Page. Please include your e-mail address on the application for future mailings about our events and applications.

Sincerely,

Paula Stewart  
Director/Co-producer

Gwendolyn Hartley  
Booth Coordinator/Board Member





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

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 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