

APRIL 13 & 14, 2019

# HIGH WATER

N. CHARLESTON, SC

## VENDOR APPLICATION

**NOTE: For the 2019 High Water Festival (“Event”), only South Carolina based companies will be accepted for vending space. If your company is not primarily based in the state of South Carolina please do not submit an application as it will not be considered.**

*Please print legibly OR type*

**Vendor name as it will appear:**

**Legal name of your business (“Vendor”):**

**Business owner:**

**Contact person day of Event:**

**Mailing address:**

**City, State, Zip:**

**Business Phone:**

**Email:**

**Proposed Use of Space:**

**Proposed Items:**

**Pricing**

**Vendor Booth Fee: \$825.00.** In consideration of this fee Vendor will be provided with a 10’ x 10’ space with two (2) working passes.

**Please indicate the following:**

Vendor Fee: \_\_\_\_\_ (10’ x 10’ booth spaces) x \$825 =

**TOTAL AMOUNT DUE**

If approved for booth space, The High Water Festival (“Festival”) will send an invoice for the total amount due as listed herein and payment is due upon receipt of such approval. If payment is not received by **February 8th, 2019** the booth space reservation will be cancelled.

*Please send a photograph or weblink of your work for Festival’s review.*

**A BOOTH RESERVATION WILL NOT BE CONSIDERED COMPLETE UNTIL  
ALL BOOTH AND EQUIPMENT FEES ARE PAID IN FULL  
AND A SIGNED APPLICATION/AGREEMENT IS RECEIVED BY FESTIVAL.**

***\*NOTE: COMPLETION OF THIS APPLICATION AND AGREEMENT DOES NOT GUARANTEE BOOTH SPACE AT THE EVENT. FESTIVAL WILL REVIEW THIS APPLICATION AND IF YOUR BUSINESS IS APPROVED, FESTIVAL WILL NOTIFY YOU TO CONFIRM A BOOTH SPACE RESERVATION.***

## **VENDOR RULES, APPLICATION AND AGREEMENT**

1. Print out and complete this application in full.
2. Complete and submit the full agreement with photos or weblink to:

Electronic  
[craftvendors@highwaterfest.com](mailto:craftvendors@highwaterfest.com)

Mail  
High Water Festival  
ATTN: Vendors  
900 South Gay Street, Suite 1001  
Knoxville, TN 37902

\*Please note that electronic submissions are preferred.

3. If you have questions about application procedures or the event, please contact [craftvendors@highwaterfest.com](mailto:craftvendors@highwaterfest.com)
4. Vending space for the Event is limited and expected to sell-out. With that in mind, please complete your application as soon as possible. Applications will not be accepted once vending space is sold-out or later than February 8<sup>th</sup>, 2019.
5. The Vendor Booth fee is \$825.00. Vendor will be provided with a ten by ten (10x10) white tent that matches the look and feel of the entire Event and two (2) working passes in order

to staff the booth during the Event. Any additional tents or structures are not permitted unless approved by Festival in advance. Vendor may request access to electricity. Please write-in your needs below. Upon request, we may be able to provide chairs and tables, based upon availability. **Please note that if your electrical requirements exceed basic 1/10 outlets, we need to know upon acceptance of your application.** Any/all additional items and equipment are Vendor's responsibility, including, but not limited to: lights, weights, etc.

### **Electrical Requirements**

\_\_\_\_\_ # circuits  
\_\_\_\_\_ amperage  
\_\_\_\_\_ phase  
\_\_\_\_\_ volts / watts

6. Please note that your space **will not** be confirmed until full payment has been received. All payments must be received no later than February 8<sup>th</sup>, 2019.
7. Festival reserves the right to assign the location of all vendor booths. If you have a very specific place you want to be, we will do our best to accommodate, but booth locations are based on first-come-first-serve and are not guaranteed. A map showing booth locations will be supplied to each vendor in advance, along with (2) informational advances covering everything you need to know (e.g. load-in, times, etc.).
8. Photographs or weblink of your work/wares are **required** to be submitted with this application. You **may not** sell items that haven't been approved on this application, so please make sure your list is accurate and complete.
9. Any and all sales tax payments are the responsibility of vendors.
10. Festival will provide branded signage. All signage will be constructed and set-up prior to gates opening.
11. Vendor's entire setup must fit within the designated 10' x 10' booth space or an additional booth space fee will be charged.
12. No vehicles allowed on-site without first checking in with your vendor coordinator, who will escort you into the property and show you your space. **Do not drive on grass** unless permitted to do so by your vendor coordinator. This is important in order to minimize impact on the property and traffic congestion. Do not leave your vehicle unattended during load-in. It may have to be moved, if it is blocking a production route. Last but not least, **do not bring anyone in your vehicle who is not properly credentialed**. Anyone caught doing so will be removed from the premises. All vehicles are subject to search before entrance to the property is granted.

13. Each vendor space will receive two (2) working passes for the event. Vendor may purchase up to four (4) additional passes at a preferred rate. Any additional passes must be purchased at face value.
14. Please note that almost all glassware is restricted at Riverfront Park. Certain items may be permitted for **display purposes only** on a case-by-case basis (i.e. artwork), please inquire if you are considering bringing glassware. In addition, please be very clear in your list of proposed items above so that we can approve or disapprove. Vendor will be asked to leave the Event in the event of non-compliance with this paragraph.
15. Absolutely no outside food or drink is permitted on Event grounds as they may conflict with an exclusive Event partner. Likewise, please list your merchandise as specifically as possible to ensure that your items are not in conflict.
16. Festival reserves the right to ban any item and/or seller not in compliance with Event rules and regulations and at the discretion of Festival staff. In the event of Vendor's removal from the Event for any reason, Vendor waives all rights to refunds, etc. and Festival shall have no liability whatsoever in relation to such removal.
17. **Cancellations** must be submitted in writing to:

High Water Festival  
ATTN: Vendors  
900 South Gay Street, Suite 1001  
Knoxville, TN 37902

Cancellations received on or before March 8<sup>th</sup>, 2019 will receive a refund of booth fees minus a \$50.00 administrative fee. Cancellations received after March 8<sup>th</sup>, 2019 will receive no refunds.

**Vendor acknowledges, agrees, represents, and warrants to Festival:**

1. Vendor will abide by all rules and provisions as specified in this agreement and application.
2. Vendor will follow all guidelines regarding set-up, tear-down, and hours of operation. Official details on these items will be distributed in two (2) e-mail advances sent in March and April.
3. Vendor acknowledges that all tents will be supplied by Festival unless otherwise approved. If a Vendor supplied tent is approved, such tent(s) must be manufacturer-certified fire resistant and have the original manufacturer's tag. Tents must be firmly secured. If staking, please consult with our operations team on-site beforehand, to make sure you are not within direct proximity of water lines.
4. Vendor is solely responsible for any and all sales tax payments.

5. Vendor will acquire and have available at its vending booth(s) copies of all permits, licenses, insurance documents, and safety equipment that are required by Festival and all federal, state, county, and city government agencies.
6. Vendor agrees to place all trash, recycling and composting into event containers or plastic garbage bags for pickup by our trash collection service following event and before leaving site.
7. Vendor agrees to provide commercial general liability insurance, from a qualified A minus VII or better by A.M. Best, Inc. rated carrier in an amount not less than \$1,000,000 per occurrence and \$2,000,000 per aggregate event for injuries to persons or damage to property caused by Vendor, its agents, employees, contractors or guests, in connection with its presence at the Event. Vendor agrees to name the following parties as follows as additional insured on the above referenced policy: 1) Charleston Festival, LLC; (2) AC Entertainment, LLC; (3) the City of North Charleston; 4) ACSH-JV, LLC; and all of their respective direct or indirect owners, parents, subsidiaries, affiliates, officers, managers, directors, attorneys, employees and agents are listed as additional insured as their interests may appear with respect to the actions of the named insured. Vendor's insurance will be primary and non-contributory.

In addition, Vendor must carry Product Liability coverage in the amount of \$1,000,000, statutory Workers Compensation coverage as required by law, and Auto Liability coverage in the amount of \$1,000,000 for any vehicles used by Vendor, whether owned or non-owned by Vendor. Each policy of insurance shall insure the indemnity provisions of this Agreement. **Certificates** for all such insurance, naming the additional insureds as enumerated above, shall be delivered to Festival no later than thirty (30) days prior to the Event. Please have your insurance certificates emailed to: [contracts@acentertainment.com](mailto:contracts@acentertainment.com). Failure of Festival to receive the proper certificate of insurance, or failure of Vendor to maintain the proper insurance, shall be a default of this Agreement and Festival shall have the right to terminate this Agreement for such default without notice to Vendor and without an opportunity for Vendor to cure. Vendor's failure to request, review, or object to the terms of such certificates of insurance shall not be deemed a waiver of Vendor's obligations or Festival's rights hereunder. The indemnity provisions contained herein shall survive any termination of this Agreement.

8. Vendor shall and hereby agrees to indemnify, defend and hold harmless Festival, Charleston Festival, LLC, AC Entertainment, LLC, the City of North Charleston, and their parents, subsidiaries and affiliates and each of their respective officers, directors, owners, employees and managers (the "Indemnified Parties"), from and against any and all claims, demands (whether rightful or baseless), losses, costs, expenses, obligations, liabilities, damages, recoveries, awards and deficiencies, including, without limitation, interest, penalties, and reasonable attorney fees and costs, and expert witness fees, that the Indemnified Parties incur or may incur or suffer and that arise out of or are related to Vendor's acts or omissions in relation to the performance or non-performance of any of its obligations in this Agreement, or Vendor's breach of any of its obligations under this Agreement. Vendor's duty to defend the Indemnified Parties shall arise immediately upon demand for a defense by any of the Indemnified Parties and shall not be dependent upon a finding of any fault by Vendor. Each of the Indemnified Parties shall have the right to select counsel of their choice to defend each of them.

*Please send a photograph or weblink to your work for our review.*

**By signing below Vendor acknowledges that it has read and agrees to comply with all rules and regulations of this Event and all provisions of this Agreement.**

Signature of Authorized Vendor Representative:

---

Print Name of Representative:

---

Print Title/Position of Representative:

---