

To Prospective Helen Keller Festival Artist/Crafter Vendors:

Thank you for your interest in becoming a vendor at our festival. Our festival is proud to host accomplished artists to selected vendors. Our festival is made up of hand made crafts, retail vendors and commercial business owners. We also encourage all non-profit organizations to take part in this year's festival for a reduced rate (see pricing below).

Artists and vendors from all over the southeast will have such items as original paintings and artwork, limited edition reproductions, clothing, handcrafted toys, jewelry, frames and more. The festival only accepts a limited number of vendors. All applications must be submitted before June 1.

Applications postmarked after the deadline of June 1 will be considered on an ongoing basis, pending availability of booth space at the market.

Applicants may be asked to provide samples of their work for juried selection.

Selection criteria may include but are not limited to:

- Previous involvement in the festival
- Unique & well-crafted products
- Degree that products relate to or enhance the festival
- Use of locally sourced materials

Included in this application packet:

- Cover letter
- Artist/Crafter Vendor Application
- Tuscumbia City Vendor Permit
- Release of Waiver and Liability

#### **Application Fee:**

**Fees:** The booth fee allows each vendor a total of **FOUR** days: **Thursday** (*optional*), **Friday** (*mandatory*), **Saturday** (*mandatory*), **and Sunday** (*optional*) of the festival. This fee includes: (2) 3 day tickets, one vendor parking pass, discounted prices at various hotels (TBD) and electricity. Vendors will have to purchase any additional tickets at the going rate. See festival website at [www.helenkellerfestival.com](http://www.helenkellerfestival.com) for more information and deadlines.

**Electricity:** This is included in your application fee. Only 110 outlets are available. All vendors will be responsible for taking care of trip hazards due to their electrical cords. Bring your own extension cords.

**Spaces:** Spaces will accommodate a 10 x 10 booth. Set up is outdoors on grassy and possibly muddy ground (dependent on weather). Vehicles cannot be parked at your booth during the festival; however, if conditions allow you may drive up to your booth to load/unload. Bring your own display materials (chairs, tables, etc.), tarps and canopies. Booths are the sole responsibility of the vendor, but the Tuscumbia police department will also be patrolling the area at night. Special placement requirements can only be made for handicap accessibility and if you have any special requirements that your booth needs. No smoking and/or alcohol on premises. This is strictly prohibited.

We have several 10 x 20 up to 10 x 40 booths available and will consider requests on an individual basis. If you are interested in a larger booth space, please note it on your application but understand you may not receive one. Double booth fees are listed below.

**Taxes:** It is the sole responsibility of the vendors to abide by all Alabama state sales and use tax laws. The appropriated forms will be given to you at festival.

**Deadline & Other Details:** Communications and notifications will take place-using email, so please be sure to include an email address that you check frequently in your application.

If you have any questions, please contact our Craft Vendor Coordinator Eli Harper @ [j.eliharper@gmail.com](mailto:j.eliharper@gmail.com). Thanks so much for your interest in participating in the Helen Keller Festival.

# Helen Keller Festival Exhibit Vendor Application

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Participant Name: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Contact Number(s)**

• Home: \_\_\_\_\_

• Cell: \_\_\_\_\_

• Work: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website: \_\_\_\_\_

Where have you participated previously?

\_\_\_\_\_  
\_\_\_\_\_

Description of your product or service:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Helen Keller Festival Board reserves the right to deny any application for any reason in its sole and absolute discretion. By submitting this application, applicants agree and understand that there is no guarantee or promise that the application will be approved. All artists wanting to showcase their works at the Helen Keller Festival must go through a review process. Please fill out application and submit up to three photos of your work. (You can send us to a website to view versus submitting pictures if applicable) Your approval will be sent via email after review process. **Deadline: May 16, 2017**

**Incomplete applications and/or no check payment will not be reviewed.**

**If you are NOT approved you will be contacted and all money refunded.**

**Vendor Fee:**                      **10 X 10 Space**                      **\$125**                      *Make Check Payable to Helen Keller Festival*

**Non-Profit Fee (501C3):**                      **10 X 10 Space ONLY**                      **\$25**

**Purchase of Each Additional 10X10**                      **\$50**

**Please send application along with check to:**  
**Helen Keller Festival**  
**Attn: Eli Harper**  
**PO Box 28**  
**Tuscumbia, AL 35674**

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

Date: \_\_\_\_\_

# RELEASE AND WAIVER OF LIABILITY

**THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY.**

This Release and Waiver of Liability (the "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 201 , by [print your individual and company name]

(the "Participant") in favor of Helen Keller Festival, Inc. and Market 35674, and their directors, officers, employees, agents, members, and volunteers (collectively, "Released Parties").

The Participant desires to engage in the activities organized, attended, or related to downtown Tuscombua, Alabama, the Helen Keller Festival, and/or Fourth Thursdays (the "Activities"). The Participant understands that the Activities include, but are not limited to, Activities: located in or around downtown Tuscombua, Alabama and Spring Park related to, arising out of, and/or occurring in relation to the Helen Keller Festival and/or Fourth Thursdays.

The Participant has fully read and understands this Release and hereby freely, voluntarily, and without duress executes this Release under the following terms:

**Release and Waiver.** Participant does hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant's Activities with or related to the Released Parties.

Participant understands that this Release discharges the Released Parties from any liability or claim that the Participant may have against the Released Parties with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's Activities with the Released Parties, the Helen Keller Festival, and/or Fourth Thursdays, whether caused by the negligence of the Released Parties or their officers, directors, employees, agents, members, volunteers or otherwise. Participant also understands that the Released Parties do not assume any responsibility for any obligation to provide financial assistance or other assistance, including but not

limited to medical, health, liability or disability insurance in the event of injury, illness or death to Participant or any third party engaging in business or otherwise interacting in any way with Participant.

**Medical Treatment.** Participant does hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's Activities with the Released Parties, including any of Participant's dealings with third parties, whether customers of Participant or otherwise.

**Assumption of the Risk.** The Participant understands that the Activities may include participation in activities that could or may be dangerous to the Participant and its customers and/or individuals with whom Participant has any dealings, business or otherwise.

Participant hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases the Released Parties from all liability for injury, illness, death, or property damage resulting from the Activities.

**Insurance.** The Participant understands that, except as otherwise agreed to by the Released Parties in writing, the Released Parties do not carry or maintain health, medical, or disability insurance coverage for any Participant or any third party customers individuals having dealings with Participant. Each Participant is expected to and shall obtain its own medical, health and liability insurance coverage.

**Other.** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Alabama and that this Release shall be governed by and interpreted in accordance with the laws of the State of Alabama. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year first above written.

**PRINT** Participant's Name \_\_\_\_\_

**PRINT** Participant's Business \_\_\_\_\_

**SIGN** (Participant) \_\_\_\_\_

Address \_\_\_\_\_

City State Zip \_\_\_\_\_

Phone (daytime) \_\_\_\_\_

Phone (evening) \_\_\_\_\_

E-mail \_\_\_\_\_

## EMERGENCY CONTACT

Name \_\_\_\_\_

Phone (day) \_\_\_\_\_

Phone (eve) \_\_\_\_\_

Your Insurance Co. \_\_\_\_\_

Your Insurance No. \_\_\_\_\_

**Witness Signature** \_\_\_\_\_

**TUSCUMBIA PARKS & RECREATION APPLICATION FOR VENDOR PERMIT**

**Person of Contact Name:** \_\_\_\_\_

**Name of Business:** \_\_\_\_\_

**Business License # / ST / YEAR:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Zip:** \_\_\_\_\_

**Contact Number(s)**

- **Home:** \_\_\_\_\_
- **Cell:** \_\_\_\_\_
- **Work:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Description of your product or service:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Circle the Following that Apply:**

Tent Used:	YES	NO
Electricity:	YES	NO
Water:	YES	NO

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

\_\_\_\_\_  
*Tuscumbia Parks and Recreation Dept. Representative*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*