



2024 MIDDLETOWN VENDOR AGREEMENT

19 W Green St Middletown, Delaware

September 21, 2024

Festival Hours: 3pm – 8pm

Approx. Vendor Set Up: 12:00pm

EVENT INFORMATION

Vendors will be provided one (1) ten foot by ten foot (10' x 10') space on the festival grounds.

One space is seventy five dollars (\$75.00) for those outside of our historic district. There is no fee for merchants within our historic downtown district. Additional spaces for all (subject to approval and availability) will be seventy five dollars (\$75.00) each.

Tents, tables, chairs, and electricity are **not** provided. **No pets. TENTS are not provided**

If you have a tent, **YOU MUST HAVE WEIGHTS. NO EXCEPTIONS.**

This is a RAIN or SHINE event. NO REFUNDS. NO EXCEPTIONS.

Once your application is received and approved, your vendor agreement and payment via Credit Card will be due within 10 DAYS to secure your space.

PAYMENT – www.downtownmiddletownde.com

Inquiries can be directed to Kate@downtownmiddletownde.com

Vendor Signature _____

Date _____

VENDOR INFORMATION

COMPANY _____

PRODUCT / BUSINESS TYPE _____

ARE YOU A NONPROFIT? ___ YES ___ NO

CONTACT NAME _____

STREET _____

CITY _____ STATE _____ ZIP CODE _____

EVENT DAY CELL# _____ EMAIL _____

NUMBER OF REQUESTED SPACES _____

GENERAL RULES AND REGULATIONS FOR THE EVENT

LOAD IN

Load in will be between 1:00pm-3:00pm, you will receive specific instructions at least two weeks before the event.

TENTS

Vendors are strongly encouraged to obtain a space covering. All vendors **must** have weights available in case of strong gusts of wind. Tents with guide/support lines are strictly prohibited.

TABLES AND CHAIRS

All vendors are required to supply their own tables and chairs.

SALESPEOPLE AT THE TENTS

People knowledgeable of the items for sale must be present in vendor tents at all times during the Ladybug Festival. Children under the age of 16 will not be allowed to sell unless accompanied by an adult knowledgeable of the items for sale.

- All vendors will display their products in a clean and safe manner.
- At the close of the show, vendors will clean their immediate area and remove all boxes, packing materials, and trash.

- Vendors should operate their business in a professional manner at all times.
- All vendors will be responsible for the actions of their employees and/or agents.
- Possession of weapons / firearms, fireworks, gambling, use of alcohol or drugs, or disorderly conduct by a vendor or his/her employees will result in immediate removal from the event.

HOLD HARMLESS CLAUSE

Vendor WILL FULLY INDEMNIFY AND HOLD HARMLESS EACH AND ALL OF GABLE MUSIC VENTURES, LLC, ("GMV") its members, officers and directors from and against any and all claims by any person, damages, actions, liability, and expense in connection with loss of life, personal injury, and/or damage to or loss of use of property in any way arising from the occupancy or use by vendor of any part of the Ladybug Festival, or otherwise caused, in whole or in part, by any act or omission of vendor, its agents, contractors, employees or affiliates.

INSURANCE

Vendor represents and warrants that it has general liability insurance coverage with general aggregate and per-occurrence limits of at least one million dollars (\$1.0 M USD), including bodily injury/property damage, personal injury/advertising injury and damages to premises.

FORCE MAJEURE

If the event is canceled due to fire, flood or any other calamity, or if by reason of strikes, lockouts or any other cause beyond the control of GMV, and GMV is unable to make the venue available for the event in accordance with this Agreement, then GMV shall not be liable to the Vendor for any incidental or consequential damages.

GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware.

NOTICES

Unless provided herein to the contrary, any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

ASSIGNMENT OF RIGHTS

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE / SHE HAS AUTHORITY TO BIND
VENDOR TO THIS AGREEMENT**

VENDOR SIGNATURE _____

PRINTED NAME _____

TITLE _____

DATE _____