

2017 Carbon County Oktoberfest at Blue Mountain Resort

- WHEN:** Saturday, September 30th and Sunday, October 1st 2017 from 12pm-5pm
- APPLICATION INFORMATION** Due no later than Friday, September 8th, paid in full.
- *Vendors will be determined at the discretion of Blue Mountain. Vendors will be chosen on product, number of similar applicants, and event history.
***Vendors who fail to submit complete application, payment or liability insurance will not be reviewed or accepted.**
*Vendors' spaces will sell out in advance.
*Submitting an application does NOT guarantee your spot. You will be contacted if you are accepted. Checks will NOT be deposited unless you are accepted.
- LOCATION:** Blue Mountain Resort's Valley
1660 Blue Mountain Drive, Palmerton, PA 18071
- CANCELLATION POLICY:** The event is outdoors and will be held **Rain or Shine**. No refunds issued.
- SET-UP:** Friday, September 29th from 10:00am-4:00pm *Encouraged
Saturday, September 30th & Sunday, October 1st from 8:00am-11:00am
*Vehicles must be removed from loading areas by 11:00am both days.
*Security will be provided Friday & Saturday evening for vendors who would like to leave their set-up overnight. Blue Mountain is not responsible for lost or stolen items.
- TEAR DOWN:** Sunday, October 1st from 5:00pm-7:00pm
- BOOTH:** Vendors will be given a 10x10 space. Vendor must keep things contained to their designated space. **Vendor is responsible for bringing their own tent, tables, chairs, extension cords, etc.**
- ELECTRICITY:** Electricity is available for an additional cost, and is limited on a first come, first serve basis. Last minute electricity needs will not be accepted. Vendor is responsible for bringing their own extension cords, surge protectors, splitters, etc.
- CHECK LIST:** Please return all items no later than Friday, September 8th:
- Vendor Application Form (3 pages)
 - Copy of Liability Insurance listing Tuthill Corporation & Blue Mountain Resort as additionally insured
 - Payment (Credit card, or check made out to Blue Mountain Resort)
- CONTACT:** Nicole Wescoe – Special Events Coordinator
Phone: 610-826-7700 x 1206
Email: NWescoe@skibluemt.com

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Information

Name of Business: _____
Contact Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____ Website: _____

Items being sold: _____

* Blue Mountain has the right to deny the sale of specific products. Additionally, Blue Mountain has the right to deny the sale of products that are not clarified before the event.

Booth

Booth location will be determined at the discretion of Blue Mountain. Due to the location of this year's festival, vendors may be set up on grass or concrete. Blue Mountain will notify each vendor of where they'll be placed so they can prepare in advance.

- Vendor is responsible for bringing their own tent, tables, chairs, extension cords, etc.
• The event is rain or shine and the mountain can be WINDY. Please be prepared for inclement weather.
• Professional signs and displays are encouraged. Please list items and prices clearly.
• Vendor sites must be staffed and open for business for the entire duration of the Festival.
• All areas must be kept neat, orderly and free of debris. All garbage must be deposited in dumpsters throughout the day.

Payment

Fee includes a 10x10 space at event. Fee does NOT include any food or beverages.

_____ 10'x10' space \$50 = \$ _____
_____ Electricity \$10 = \$ _____
Choose one: 110v or 220v Amps needed _____

Total Payment Enclosed = \$ _____

Payment (circle one): Cash Check Visa Master Card Amex Discover
Name on card: _____
Credit Card #: _____
Exp. Date: _____ Security Code: _____
Signature: _____

* Please make checks payable to Blue Mountain Resort
Mail to: Blue Mountain Resort
ATTN: Nicole Wescoe
1660 Blue Mountain Drive
Palmerton, PA 18071

2017 Carbon County Oktoberfest - Terms & Conditions

1. Neither Blue Mountain Resort nor its employees shall be held liable or responsible for any loss or injury to any participant, employees or guests.
2. Blue Mountain shall not be responsible for and does not give any guarantee as to attendance at the Festival, and shall have sole control over the terms of attendance including the admission fees to be charged.
3. Blue Mountain may make reasonable rules and regulations from time to time before and during the Festival, as it deems necessary and desirable. The Vendor will be advised thereof to the extent possible prior to the opening of the Festival and will be advised during the course of the Festival of any additional rules, regulations or requirements made pursuant hereto. Any violations by the Vendor, its employees, agents or representatives, of such rules and regulations, or any conduct by the Vendor, its employees, agents or representatives, which in the opinion of Blue Mountain is objectionable or detract from the dignity of the Festival, shall constitute a breach of agreement, and in any such event, without waiving any other right on account thereof. Blue Mountain may exclude or remove from the Festival the Vendor or any or all of its employees, agents or representatives or property. The decision of Blue Mountain in connection with any action taken by it or on its behalf pursuant to this Section 3 shall be final and binding.
4. The Vendor agrees to indemnify, the "2017 Carbon County Oktoberfest at Blue Mountain Resort" at Blue Mountain and its officers, agents and employees and hold them harmless in respect to all liabilities arising from the Vendor's participation in connection with the Festival, including, without limitations of the generality of the foregoing, tax liabilities with respect to the sale of items sold by the Vendor's employees and agents, liabilities of any nature on account of injury, or damage to person or property and liabilities with respect to the value, quality, condition or authenticity of items sold by the Vendor, or to any statement or warranties made by the Vendor to purchases thereof.
5. Neither Blue Mountain nor any person acting for it shall be liable for injury or damage to, or loss, mysterious disappearance, theft, of any property of the Vendors, its agents or representatives or any personal injury, regardless of cause thereof, and by execution of this agreement the Vendor waives any claims against the Festival Manager(s) or such persons, based on any such liability.
6. Blue Mountain's damage and liability policy for the Festival does not cover accidents occurring in individual booths, or caused by the property of individual Vendors, or during the check-in and check-out of individual Vendor's property. Each Vendor is responsible for carrying liability and damage insurance as pertains to contents of the Vendor's area, and injury of damages to anyone entering the Vendor's area.
7. The Vendor is responsible for all legal, health and tax related issues. Vendors should expect an inspection by the county health inspector and be prepared at all times. The safety of our guests is of the utmost concern.
8. Vendors must carry Liability Insurance. Vendors must have their insurance agent mail a copy of the Certificate of Insurance directly to the Festival's mailing address. This Policy must list all owners, partners or shareholders and the business as well as, Blue Mountain Resort and the Tuthill Corporation as an additional insured.
9. Alcohol vendors understand that they will be responsible for independently submitting their PLCB application to the bureau of licensing either online at: www.lcb.state.pa.us or by calling: (717) 783-8250 and send a copy of submitted PLCB permit, this vendor application and full payment for their vending space by Friday, September 8th 2017 to Blue Mountain Resort, Attn: Nicole Wescoe, P.O. Box 216, Palmerton PA 18071.
10. This agreement is between the "2017 Carbon County Oktoberfest at Blue Mountain Resort" at Blue Mountain Resort and applicant only. No part of this agreement is transferable to another party, including but not limited to assigned space at the event, including sharing space with an entity other than those named herein, etc.
11. The Vendor understands that their vendor fee is non-refundable unless their application is rejected. No check will be cashed or credit card charged until their application has been accepted by the Festival organizers. In turn, a deposited check or credit card charge means their application has been accepted and they are committed to the Festival. This Festival is held rain or shine, no refunds will be issued.
12. Vendors who clean up early, or drop out of festival will NOT be invited back to any Blue Mountain festivals. NO EXCEPTIONS.

I have read, understand, and agree to abide by the Terms and Conditions of the 2017 Carbon County Oktoberfest:

Signature: _____ Date: _____

2017 2017 Carbon County Oktoberfest - Affirmation and Liability Release

I, _____, hereby affirm that I have been well advised and thoroughly informed of the inherent hazards and policies of the event. I know that by participating in the **2017 Carbon County Oktoberfest at Blue Mountain Resort**, I am exposing myself to certain known and unknown liabilities in my direct and indirect actions with the public and invitees of this event. I also understand that if I choose to hire help for the event, that I am directly responsible for their actions or injury. I hereby personally assume all risks associated with my voluntary participation in this event for any harm, injury or damage that may befall me or any employee or temporary help, as a result of my participation, whether foreseen or unforeseen.

I understand and agree that the Tuthill Corporation DBA Blue Mountain Resort their members and/or directors and officers may not be held liable in any way for any occurrence in connection with my participation in the **2017 Carbon County Oktoberfest at Blue Mountain Resort** that may result in injury, death, or other damages to me or my family, heirs, or assigns, and in consideration of being allowed to participate in this event, I hereby personally assume all risks in connection with said event for any harm, injury, or damage that may befall me, including all risks connected therewith, whether foreseen or unforeseen; and further to save and hold harmless said event and persons from any claim by me, or my family, estate, heirs, or assigns arising out of my participation in this event.

I further state that I am of lawful age and legally competent to sign this affirmation and release, or that I have acquired the written consent of my parents or guardians; that I understand the terms herein are contractual and not a mere recital; and that I have signed this document of my own free will.

It is my intention by this instrument affirmed by my signature below to exempt the Tuthill Corporation DBA Blue Mountain Resort their members, directors and officers from all liability whatsoever for personal injury, employer's liability and workers' compensation, property damage or wrongful death arising out of or in the course of my participation in this event.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AFFIRMATION AND RELEASE BY READING IT BEFORE I SIGN IT.

Business Name: _____ Date: _____

Print Name: _____

Signature: _____