



WHIDBEY ISLAND HARVEST FESTIVAL 2022 APPLICATION AGREEMENT

This Application Agreement is between Langley Chamber of Commerce “CHAMBER” and “PARTICIPANT,” also known as the signatory of this Application Agreement for space at the Whidbey Island Fairgrounds at 819 Camano Avenue, Langley WA 98260, hereinafter referred to as “FACILITY”.

Term

This Agreement shall commence on _____ and terminate on _____ .

The event will be from October 1-2, 2022:

Participant Information

Name of Business/Organization: _____

Name of Individual(s): _____

Mailing Address: _____

Contact Phone Number: _____

Email Address: _____

Website (if applicable): _____

PARTICIPANT TYPE (Click on the box for the appropriate type)

Sponsor Demonstrator Wine Vendor Merchant/Goods Vendor Food Vendor

If Vendor, describe your service or products (only locally made products will be accepted):

Images (if selling goods)

PARTICIPANT must submit with this Application Agreement image(s) of goods to be sold, or provide a link to website with images of goods. Website Link: _____

Acceptance of Application

The CHAMBER, at its sole discretion, may reject an application for any reason whatsoever. If the application is rejected, your application fee will be returned to you.

Fees and Cancellation Policy

A registration fee of \$100 is due upon submission of application which will be applied to the booth fee. Booth fees must be paid 30 days prior to the event. Application and Booth fee totals \$200 for two days. (Vendor must attend both days.)

In the event of PARTICIPANT cancellation, \$100 is non-refundable; \$100 is refundable upon not less than 30 days cancellation notice in writing to THE LANGLEY CHAMBER OF COMMERCE.

Insurance

PARTICIPANT must provide the CHAMBER proof of Commercial General Liability insurance, for the period of use, with limits not less than \$1,000,000 each occurrence, and \$2,000,000 general aggregate. Langley Chamber of Commerce shall be named as an additional insured. Proof of insurance can be submitted with this Application Agreement, but not later than 30 days prior to term start date.

Indemnification

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, the PARTICIPANT agrees to protect, defend, indemnify and hold harmless the CHAMBER, Port District of South Whidbey Island, and their respective affiliates, officers, elected officials, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the PARTICIPANT, its respective affiliates, officers agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Application Agreement.

Licenses or Permits

All vendors selling food, liquor/wine, or merchandise/goods for sale are responsible to confirm with the State, County, and City of Langley that they are in compliance with license or permit requirements.

The City of Langley requires a Temporary Vendor & Merchant Business License for a fee of \$33. CHAMBER will charge the \$33 fee to PARTICIPANT; PARTICIPANT will complete the City's Temporary Vendor & Merchant Business Licenses Application Addendum of this Application Agreement and forward to CHAMBER. Proof of other required license and permits may be attached to this Application Agreement and must be received by the CHAMBER 30 days prior to the term start date.

Conduct And Parking

No smoking is allowed on the FACILITY or in any of its buildings. Unlawful activities are prohibited. Parking is allowed on most paved areas, except where blocking off vehicle traffic may occur. Some parking may be allowed on grass areas as designated.

Lost or Stolen Property

The CHAMBER and its employees are not responsible for items lost, stolen, or damaged.

Addenda

Addendum A: City of Langley Temporary Vendor & Merchant Business License Application

Addendum B: Presenter’s Addendum (Required for all Presenter Applications).

Addendum C: Harvest Festival Application Approval

Trash

PARTICIPANT is responsible for all trash produced from PARTICIPANT’s operation or business. Trash must be bagged and placed in the dumpsters provided.

I, PARTICIPANT, am the authorized person to sign this Application Agreement. I attest the information provided and submitted is correct, and I agree to be bound by the regulations, policies and fee schedule as described in this Application Agreement. It is further agreed that the PARTICIPANT will be solely responsible for and hold harmless the CHAMBER and/or their agents from any and all claims of liability for damages or loss of property that may result from any act, omission or commission on the part of the PARTICIPANT or its agents while using the FACILITY or property. By signing below, I acknowledge that I have read and understand all rental information and policies outlined in this Application Agreement.

THIS APPLICATION IS SUBJECT TO APPROVAL.

PARTICIPANT Signature

Date

Print Name

CHAMBER Signature

Date