

## Earth Day Roanoke Vendor Application

Greetings from Big Lick Entertainment! We have been retained to assist in general management of the Earth Day celebration! We hope this will be one of the most impactful dates yet!

Find out more on about us at [www.BigLickEntertainment.com](http://www.BigLickEntertainment.com).

1. Vendor: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Website/Facebook: \_\_\_\_\_

Email: \_\_\_\_\_ On Site Contact: \_\_\_\_\_

2. Describe Organization/Promotion/Product:

3. Pricing of top items (if applicable):

4. Is there additional information we should know about your operation:

Big Lick Entertainment to provide a 10x10 space for your vending operation.

Business/Client to provide all tent, table, preparation needs and staffing and adhere to all applicable health department, fire marshall, county/city and state regulations on food preparation and sale.

Vendor agrees Big Lick Entertainment, Earth Day Roanoke, it's partners, sponsors, employees and volunteers on a waiver of subrogation on a primary and non contributory basis in relation to Earth Day 2018 event.

Vendor must demonstrate a connection to environmental causes.

Political or campaign booths will be excluded.

Parking: The back parking lot of Co-Op/Colab/Etc is the closest and most convenient to the event.

Load In: Upon arrival to Grandin Road locate the Big Lick Entertainment logo booth for vendor number and location information. You may call 540.793.3354 upon arrival.

**Vendor Fees Per 10x10 Space - You may purchase more than one booth space:**

**For-Profit/Retail/Food: \$75.00**

**Artist/Craft: \$55.00**

**Non-Profit: \$35.00 - non-profits must provide 501.c3 or appropriate documentation.**

Vendor type: \_\_\_\_\_

How many vendor spaces: \_\_\_\_\_

\*Payment(s) to be made to Big Lick Entertainment by online pay at [www.BigLickEntertainment.com](http://www.BigLickEntertainment.com) or mail check

or money order. Full non-refundable payment due with application. **Please provide email address for confirmation of your application.**

Legal:

1. **TERM.** The agreement does not represent a "work made for hire" arrangement as that term is defined in 17 U.S.C. 101. Big Lick Entertainment reserves the right to refuse any photographs, recordings, electronic images or publicity material received or obtained by vendor in the course of the Event, for whatever use deemed proper by Big Lick Entertainment. Big Lick Entertainment has the rights to include photographic, video or other visual portrayals of the Vendor, its employees and the Event in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity and otherwise, without compensation to the Company.

2. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

3. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

4. **SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

5. **AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

6. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Virginia.

7. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

8. **ASSIGNMENT.** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

9. **SIGNATORIES.** This Agreement shall be signed on behalf of Sponsor by:

**Vendor Signature & Date:** \_\_\_\_\_

**Big Lick Entertainment**

**1201 Franklin Rd SW Roanoke, Virginia 24016**

**540.793.3354 JD@BigLickEntertainment.com**