

# Simsbury UnTapped 2022

## Vendor Application - 2022

Simsbury Meadows Performing Arts Center, 22 Iron Horse Boulevard, Simsbury, CT  
Sunday, September 25 - 1pm to 5pm

BUSINESS NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
TYPE OF BUSINESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  CT Tax Registration #: \_\_\_\_\_

FEE:                      # OF SPACES                      TOTAL COST

VENDOR SPACE                      \$50.                      \_\_\_\_\_                      \$ \_\_\_\_\_

(10' X 10' space. NO Electrical Service will be provided, **\*\*tent and tables not included\*\***)

PLEASE DESCRIBE BRIEFLY PRODUCTS/SERVICES TO BE DISPLAYED / PROMOTED :

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

For questions and additional information email: [sarah@simsburymeadowsmusic.com](mailto:sarah@simsburymeadowsmusic.com)

Payment **MUST** BE RECEIVED WITH APPLICATION → DEADLINE for confirming participation: *Friday, September 16, 2022*

CHECK PAYABLE TO:                      *Simsbury Performing Arts Center, Inc.*  
Mail to:                      *PO Box 245, Simsbury, CT 06070*

For Internal Use Only

REC'D:	CHECK #:	AMOUNT:	AGREEMENT	CERT OF INS.	BOOTH #:

### Participant Agreement

Before we process your request and assign you space to set up your booth you must complete, sign and return this Agreement. The term "space" is used to define your designated area of activity on the site of **Simsbury UnTapped**.

In signing this Agreement, you (Participant) acknowledge that you have received, read and agree to comply with the GENERAL RULES & REGULATIONS-FOR ALL PARTICIPANTS. In addition, you acknowledge that the sale or distribution of ALL FOOD or BEVERAGE items is STRICTLY FORBIDDEN.

### CO-PARTICIPANT OF BOOTH AT *Simsbury UnTapped*

No Booth may be shared with another (non-profit or for profit) company, vendor, entity or individual (Co-Participant) without specific approval from **Simsbury UnTapped**. The following information must be submitted in writing before September 16th for consideration by **Simsbury UnTapped**:

Mail completed application to: Simsbury Meadows Performing Arts Center, PO Box 245, Simsbury, CT 06070

**Or, scan and email to: [sarah@simsburymeadowsmusic.com](mailto:sarah@simsburymeadowsmusic.com)**

**Simsbury UnTapped 2022**

- Name of proposed Co-Participant including contact information, proposed activities and days and times  
Co-Participant will share your assigned Booth.
- A signed INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (see below)

The decision of **Simsbury UnTapped** is final and **Simsbury UnTapped** reserves the right, at its sole discretion, to prohibit and / or limit the use, time, activity and participation of any Co-Participant on site during the event. The Co-Participant is prohibited from soliciting anywhere on the grounds of **Simsbury UnTapped** outside the booth space without prior permission from **Simsbury UnTapped**. The Participant accepts full responsibility of monitoring "Co-Participant" staff and directing and enforcing the **Simsbury UnTapped** Rules & Regulations that apply including the staff of any approved Co-Participant.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

I, \_\_\_\_\_ (please print your name), certify that I am duly authorized to sign contracts on behalf of \_\_\_\_\_ (Insert Business Name) and as Participant, covenants and agrees to indemnify and to hold harmless Simsbury Performing Arts Center, Inc., its employees, servants, agents, and volunteers, **Simsbury UnTapped** and the Town of Simsbury for any claim (including all defense costs and attorneys' fees) for bodily injury or property damage to third parties, employees or volunteers of the Participant and Co-Participant (if any) or any other person based on the acts or omissions of the Participant and / or Co-Participant, its employees, servants, volunteers or agents.

The Participant understands that this Agreement, together with the Application constitute a binding contract and agrees to be bound by the same. Participant agrees that violation of this Agreement can lead to expulsion of the Participant and / or Co-Participant (if any) from the event, prohibition from participation in future festivals, by Participant and Co-Participant, and/or liability for any and all damages suffered by **Simsbury UnTapped** and/or Simsbury Performing Arts Center, Inc., including payment of costs of litigation (including reasonable attorney's fees).

Your Company Name (Participant): \_\_\_\_\_

Name of Co/Participant (if known at this time): \_\_\_\_\_

Signed at \_\_\_\_\_, \_\_\_\_ (town / state), this \_\_\_\_ day of \_\_\_\_\_, 2022

By: \_\_\_\_\_

Signature

Title

## **GENERAL RULES AND REGULATIONS**

- **Reminders**

**Simsbury UnTapped** is an event run by and for the Simsbury Meadows Performing Arts Center, Simsbury, CT. The **Simsbury UnTapped** Committee is a committee of the Simsbury Meadows Performing Arts Center. When the term "**Simsbury UnTapped**" is used in these General Rules and Regulations, the term refers to the **Simsbury UnTapped** Committee of the Simsbury Meadows Performing Arts Center in Simsbury, CT.

1. The location of each participant booth space at the event will be determined solely by **Simsbury UnTapped**. **Simsbury UnTapped** will attempt to accommodate requests for specific locations. Sponsors will be given priority for available booth space and placement.
2. Any participant utilizing any property provided by **Simsbury UnTapped** (such as tents, chairs, tables) will be held responsible for the cost of replacing any missing item or repairing any damaged item or property provided to the participant.
3. Participants are encouraged to display their own signage and logos. No sign provided by a participant may impede traffic or cause damage to the tent or other equipment provided by **Simsbury UnTapped**.
4. In fairness to all, participants shall maintain sufficient staff to manage their booth at all times during the festival. (Sunday, September 25 from 1p – 5p pm). Booth personnel should wear neat, clean, appropriate attire. Participants who do not man their booths at all times during the festival will be ineligible for booth space the following year.
5. All booth decorations (such as, bales of hay, corn stalks, etc) must be flame-retardant prior to the beginning of the festival to comply with regulations per the Simsbury Fire Marshal. Flame-retardant must be applied each day of the festival. Compliance of regulations is the sole responsibility of the participant. Participants may be asked to remove such decorations at the discretion of the Fire Marshall if compliance cannot be verified.
6. If equipment is provided by **Simsbury UnTapped**, participants may not attach anything to the actual tent material. Signs, banners, or decorations may be attached to metal frames. Participants may not write, staple, wire, tape or apply stickers on tent tops or sides. The cost of any damage to the tent, including holes, will be charged to the participant by **Simsbury UnTapped**.
7. **No participant may serve or sell any food or beverages**, including, but not limited to, alcoholic beverages, soft drinks, juices, coffee, hot chocolate, iced tea, mineral water, baked goods, prepackaged snacks/candy, etc. without specific written approval in advance of the event by **Simsbury UnTapped**.
8. Only authorized Food Service Vendors and **Simsbury UnTapped** are permitted to sell food or beverages for on-site consumption. **ALL FOOD and BEVERAGE items are STRICTLY FORBIDDEN for sale or distribution by participants.**
9. Vendors leaving materials unattended at any point throughout the festival, do so at his/her own risk.
10. All participants shall execute and return to the Simsbury Meadows Performing Arts Center, the INDEMNIFICATION AND HOLD HARMLESS AGREEMENT and **Simsbury UnTapped** PARTICIPANT AGREEMENT" before setting up their booth.
11. At **Simsbury UnTapped**, participants shall identify themselves by the same name used at their principal place of business.
12. The entire **Simsbury UnTapped** grounds will be cleaned at the close of the festival.
13. Appropriate noise level and behavior will be maintained at each participant's booth at the event. "Appropriate" is what is in keeping with the spirit of Simsbury Meadows Performing Arts Center's **Simsbury UnTapped** as a family event. Noise complaints voiced by a neighboring participant will be dealt with immediately and seriously.

## ***Simsbury UnTapped 2022***

14. **THIS IS A SUBSTANCE FREE EVENT:** Smoking of any kind and drinking of alcoholic beverages are both STRICTLY FORBIDDEN inside the booth of any participant. The Simsbury Meadows Performing Arts Center and ***Simsbury UnTapped*** Committee maintain ***Simsbury UnTapped*** as a **substance** free event.
15. Any promotional items proposed to be sold or given away at the event should be noted on the booth space reservation form. **ALL FOOD and BEVERAGE items are STRICTLY FORBIDDEN for sale or distribution by participants.**
16. ***Simsbury UnTapped*** will provide ample covered trash barrels and recycling containers throughout the event site. ***Simsbury UnTapped*** will also identify a location for the disposal of cardboard to be recycled.
17. All participant personnel are encouraged to park in the lot designated by ***Simsbury UnTapped*** for participants.
18. Participants who “decline” their booth space after September 16th will forfeit any monies paid unless booth space can be sold to another vendor.
19. ***Simsbury UnTapped*** area supervisors will be available throughout all hours of ***Simsbury UnTapped*** to help participants with questions or problems.
20. Co-promotions planned with local media must be noted on the application form and approved by ***Simsbury UnTapped*** prior to the event.
21. All propane and helium tanks must be secured per Simsbury Fire Marshal regulations.
22. Participants who are considering sharing booth space with another (non-profit or for profit) company, vendor, entity or individual (Co-Participant) must apply for approval from ***Simsbury UnTapped***. The following information must be submitted in writing before September 16th for consideration by ***Simsbury UnTapped***,
- Name of proposed Co-Participant including contact information, proposed activities and days and times they will share your assigned booth space.
  - A signed INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
- The decision of ***Simsbury UnTapped*** is final and ***Simsbury UnTapped*** reserves the right, at its sole discretion, to prohibit and / or limit the use, time, activity and participation of any Co-Participant on site during the event. The Participant accepts full responsibility of monitoring “Co-Participant” staff and directing and enforcing the ***Simsbury UnTapped*** Rules & Regulations that apply, including the staff of any approved Co-Participant.
23. Participants or co-participants are not allowed to wander the event site for any promotional activity unless given prior permission by ***Simsbury UnTapped***