

7th NC Gold Festival Entertainment Application

Friday & Saturday – April 9, 10 2010

Friday: 12 noon to 6 p.m. Saturday: 9 a.m. to 8 p.m.

Please send or FAX this application to:
NC Gold Foundation, Inc.

P.O. Box 2786 Marion, NC. 28752, Phone: (800)959-9033 Fax (828) 652-1172

Please fill out application and return to the address below. Confirmation will be mailed to you.

Name of Contact Person: _____

Name of Group: _____

Address: _____

Phone #: _____ Cell Phone: _____

Email: _____ Website: _____

Description of type of entertainment you provide: _____

Number of people in the Group? _____

If Musical Group: Type of Music: _____

Instruments Used: _____

Can you perform on Friday or Saturday or both? _____

Do you have a time preference? _____

Length of one set: _____

Do you want a booth at the Festival? _____ if yes, provide information requested below.

Number of 12'x12' booth spaces needed: _____

Do you need electric hookup at your booth? ____ Yes ____ No (Note: 30 amp electric only)

If you booth is under a tent or canopy, specify size of tent: _____ or canopy: _____

Are you staying overnight in an RV/Camper at Tom Johnson's Camping Center Rally Park? ____ *Yes for ____ nights ____ No

* The cost if \$25 per night and includes 30 amp electric, water & sewer service. Please submit payment with application.

Do you have any special needs that have not been addressed elsewhere? If so, please explain: _____

Entertainers are invited to donate an item to the Festival as a Door Prize or as part of the Treasure Chest. You will be recognized and your business promoted from the Music Stage for your contribution. Bring item to Registration Tent upon arrival. Please indicate what you will be contributing: _____

By signing below, I acknowledge having read the attached TERMS AND CONDITIONS FOR ENTERTAINERS and I understand and agree to be bound by the provisions of this agreement which shall become binding upon acceptance by the NC Gold Foundation.

Signature of Authorized Person

Title

Printed Name of Person who signed above

Date Signed

ACCEPTED BY NC GOLD FOUNDATION AND THE FESTIVAL:

Signature of NC Gold Foundation/Festival Agent

Date Signed/Accepted

NORTH CAROLINA GOLD FOUNDATION, INC. /NC Gold Festival

GENERAL INFORMATION FOR ENTERTAINERS

The North Carolina GOLD FESTIVAL is providing an opportunity for musical groups of all types to perform throughout the day during the FESTIVAL. The DAILY PERFORMANCE is open to all types of musical groups to include Bluegrass, Country, Gospel, Folk, Jazz, Pop and other musical groups and individual performers. A stage will be set up on the Festival site and a sound system will be provided. If you have special needs please specify those on the Application.

The names and contact information on all musical groups will be publicized before the festival and Information on all musical groups will also be listed on the North Carolina Gold Festival website, www.ncgold.org and will remain there for one year. Website hot links to your website can be added as well at no additional cost.

ALL musical groups are encouraged to offer CD's or tapes of their music for sale to those in attendance at the Festival throughout the day as you will be entitled to a booth at the Festival. Booth set-up begins at 8 a.m. on Friday. Set-up time requirements will determine the location of a booth. All vehicles must be removed from the festival site by 12 noon on Friday. The Festival will start at 9 a.m. on Saturday. Space assignment & parking directions are provided at check-in. Each exhibitor supplies complete booth. Tables are to be covered and canopies free standing. NO ANCHORS IN THE PAVEMENT. Damages to festival site caused by exhibitor will be the responsibility of the exhibitor. We may also have a site under the Entertainment Booth to display your CD's or tapes if you do not want a separate booth of your own.

Criteria for acceptance: All entertainers must submit a sample of work along with a Photo. A CD MUST be submitted with application from musical entertainers and will be returned in vendor information packet at the festival. All business owners, display only products of your business. No used articles such as "swap meet" items permitted.

Exhibitor Responsibilities: Compliance with applicable state or federal laws is the responsibility of the exhibitor (i.e. collection of sales tax). Submission of an application is an implied agreement to abide by the rules set forth herein. NO rain date, NO refund in case of rain and festival sponsor is NOT RESPONSIBLE for accidents, damages or other loss incurred by exhibitor.

NO ALCOHOLIC BEVERAGES and/or DRUGS and DRUG PARAPHERNALIA at any time on the Festival site.

Special Needs: Indicate on the application as to the electricity, parking for product re-supply, and other needs. Exhibitors are to supply extension cords.

Application Deadline: March 31, 2006

If notification of application status has not been received by the above date, please make contact with NC Gold Foundation.

TERMS AND CONDITIONS FOR BOOTH RENTAL, VENDORS AND EXHIBITORS

1. For the purposes of this document: the N.C. Gold Festival is referred to as "Festival;" the North Carolina Gold Foundation, Inc. is referred to as "NCGF;" all Booth Renters, Vendors and Exhibitors are referred to as "Participant" and the context shall indicate which is intended.
2. NCGF retains the absolute right to accept or refuse the involvement of any Participant in the Festival. NCGF also retains the absolute right to exclude any products or materials from being displayed or offered for sale at the Festival if, in the discretion of NCGF, such products or material are not in keeping with the family atmosphere of the Festival.
3. NCGF does not and cannot guarantee the numbers of persons who will attend the Festival or the number of Participants who will be involved in the Festival. Any indication of the anticipated size of the attendees or the number of Participants is merely a good faith estimate and NCGF shall not be bound by any such estimate.
4. NCGF does not and cannot guarantee whether any Participant will realize any revenue or profit from involvement in the Festival and makes no representation of any kind regarding financial results for any Participant.
5. Participant waives and releases NCGF and Festival (including without limitation the officers, directors, agents, volunteers and employees of NCGF and Festival) from any and all claims whatsoever (including without limitation financial loss, personal injury, property damage, and all other types of costs and expenses, such as, for example, court costs and attorney fees) regarding in any way the involvement of Participant in the Festival. Participant further holds harmless and agrees to indemnify and defend NCGF and Festival (including without limitation the officers, directors, agents, volunteers and employees of NCGF and Festival) from any and all claims whatsoever from attendees or others who may suffer any loss, injury or harm in any way related to the Festival and who thereafter assert any kind of claim whatsoever against NCGF and Festival (including without limitation financial loss, personal injury, property damage, and all other types of costs and expenses, such as, for example, court costs and attorney fees).

6. Participant agrees that NCGF and Tom Johnson's Camping Center Rally Park, & the staff of the same will not be held responsible for the safety and property of the Participant. Security may be provided; however, liability for loss remains with the Participant.

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7. Displays are to be contained within the area of the exhibit booth, without projections that will disturb other Participants or the flow of traffic.

8. Participants are expected to conduct their business within the confines of their booth space. Advertising and/or solicitation by persons not holding booth space is prohibited.

9. Use of hazardous materials, electricity and flammable materials must conform to all local and state regulations. Firearms and other weaponry must be non-operable, with firing pin removed and trigger locks installed, or other safety precautions to insure the safety of others. No live ammunition, powder, or primers will be allowed in any or all Festival venue areas.

10. Participant must control the noise level of demonstrations and must not engage in activity that interferes with other Participants. If your booth activity in the Festival area interferes with other Participants, we will request that you cease the offending activity immediately. Festival staff reserves the right to limit the noise level or activity of any booth, and the right to remove a Participant for noncompliance.

11. Participant shall comply with all local, county, state, and federal police, fire, health, and public safety laws, ordinance, and regulations applicable to the exhibit covered by this agreement, including but not limited to rules adopted by the Festival.

12. NCGF determines that fire, flood, weather, strikes, civil disorder, war, or other circumstances beyond its control make it impossible or inadvisable to carry on the Festival event with due regard for the safety and welfare of Exhibitors and visitors, then this contract will, at the election of NCGF, become void and terminated. NCGF will not refund any rents paid by the Exhibitor and the Exhibitor waives all claims for damages or compensation as a result of such a termination.

13. Participant may conduct raffles and/or prize drawings provided advance authorizations are obtained from Festival operators. Participant assumes all liability as to the proper awarding of prizes to the recipient(s) and agrees to abide by any and all local, state, and federal regulations regarding the operations of a raffle. No involvement by the NCGF, the Gold Festival operators, or site owners, shall be expressed, implied, or otherwise conveyed to the purchaser of raffle tickets or the recipient of prizes. All Prizes must be awarded by Festival close and recipient must be present to win.

15. Participant accepts these terms and conditions and agrees to be bound by them. Participant also understands that supplemental rules and regulations may be added for logistics of the Festival at any time, with the overall objective being to have a positive experience of attendees and for Participants. Participant agrees to accept and abide by such supplemental rules and regulations as many, in the good faith discretion of NCGF and the Festival, by necessary or expedient to promote such a positive experience for all involved.

16. This document is the entire agreement of the parties and supersedes and replaces any and all previous agreements, written or oral. All matters and questions not specifically addressed in this document shall be decided in the discretion of NCGF and the Festival organizers. If any part hereof shall be declared invalid or unenforceable, the remainder of the provisions shall continue in full force and effect. This document shall be interpreted under the laws of the State of North Carolina.

17. By signing on page 1,, Participant represents and warrants that the undersigned has read, understand and agrees to be bound by the provisions hereof, and that the signer is authorized to enter into this agreement, which shall become binding only upon acceptance by NCGF. A photocopy or fax copy of this agreement, once signed, shall have the same force and effect as the original.

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Website: www.ncgold.org Email: information@ncgold.org