

**LogJaM Arts**  
**2007 Oklahoma Flute Festival**  
**ARTS AND CRAFTS VENDOR AGREEMENT RULES AND REGULATIONS:**

**LogJaM Arts, P.O. Box 38, Tahlequah, Oklahoma 74465**  
(hereinafter referred to as the "ORGANIZER"), and

(Applicant will here after be referred to as the "VENDOR").

**APPLICATION REQUIREMENTS:**

1. Two digital images of work must be submitted via email: [okflutefest@yahoo.com](mailto:okflutefest@yahoo.com) OR via mail to LogJaM Arts Att: Okflutefest PO Box 38 Tahlequah, OK 74465, with application by deadline.
2. **Application Deadline is ~~August 1, 2007~~ Extended to September 17, 2007**
3. **Cancellation deadline is September 1, 2007.**
  - A. **Cancellations must be sent in the form of a letter, signed by the Vendor. Cancellation requests must be postmarked by the deadline above. No exceptions.**

**DATES AND TIMES:**

4. The VENDOR agrees to abide by the times and dates indicated below for set up, sales, and tear down.

	<b>Monday September 17, 2007</b>	
Application Deadline	<del>Wednesday, August 1, 2007</del>	Midnight
Cancellation Deadline	Saturday, September 1, 2007	Midnight
Check-in/Set-up allowed	Friday, October 5, 2007	10:00 a.m. to 4:00 p.m.
Check-in/Set-up allowed	Saturday, October 6, 2007	8:00 a.m. to 9:00 a.m.
Arts and Crafts Sales	Saturday, October 6, 2007	10:00 a.m. to 5:00 p.m.
Arts and Crafts Sales	Sunday, October 7, 2007	10:00 a.m. to 5:00 p.m.

**OUTDOOR BOOTH AND INDOOR TABLE FEES:**

5. **BOOTH FEES: VENDOR payment for booth or indoor table space must be postmarked by ~~August 1, 2007~~ Extended to September 17, 2007**
6.
  - A. Outdoor Booth: One 10 feet X 10 feet outdoor booth space. One Hundred Dollars (\$100.00)
  - B. Indoor Table: One 8 feet X 6 feet space with a 6 foot x 32-inch table provided. One Hundred Dollars (\$100.00).
7. **Accepted forms of payment are:** check, money order, and cashier's check.
  - a. **Checks: Booth or Table space is reserved upon check clearing bank. No booth or table space will be reserved if check does not clear unless alternative form of accepted payment is produced.**
  - b. No booth site will be reserved without advance payment.
  - c. Each **Additional Booth or Table space(s)** requires additional full fee per booth/table space requested.
  - d. Payments accepted from March 1, 2007 ~~to August 1, 2007~~ **Extended to September 17, 2007**
  - e. Any available booths or tables requested after the deadline will include a \$25.00 non-refundable late fee. *(This late fee will only be void if booth or table assignment occurs due to a vendor cancellation).*
  - f. No discounts apply.
8. Booth and Table spaces are very limited. Early registration is the best form of confirming a space. Once the spaces are filled no other forms of vendors will be accepted. In such case that we have a cancellation we will offer a first come first serve basis.
9. **OUTDOOR BOOTH SITES:**
  - a. Outdoor booth sites measure approximately ten feet by ten feet (10 feet x 10 feet);
  - b. A ten foot by ten foot space will be considered one vendor booth space
  - c. Vendors wishing to erect a larger tent (i.e. a 10 feet x 20 feet) should consider renting multiple spaces.
10. **INDOOR TABLES:**
  - a. A very limited number of **8 feet X 6 feet** table spaces located indoors will be available.
  - b. No more than **two** 8 feet X 6 feet indoor table spaces can be requested per VENDOR.
  - c. Tables measure 6 feet X 2 ½ feet and will be provided.
  - d. No mounting on walls or any area around table space.
  - e. Freestanding displays are acceptable but cannot be anchored to walls, floors, ceilings, or any other surrounding area. No audio equipment allowed unless sound is conveyed through personal listening devices.
  - f. All work must be displayed within table space.

## RULES, REGULATIONS, AND GENERAL CONDITIONS

11. **EXHIBITED WORK:** The VENDOR hereby certifies that at least 70% of booth or table must be original work made or produced by the actual VENDOR(S) and be of **WORLD MUSICAL INSTRUMENT EMPHASIS. PREFERENCE GIVEN TO VENDOR(S) EXHIBITING NATIVE AMERICAN OR NATIVE AMERICAN STYLE MUSICAL INSTRUMENT EMPHASIS.**
  - a. This can include but not limited to original handmade/produced Native American or Native American Style flutes, Drums, Ocarinas, Rattles, Didgeridoo, World Flutes, Bags, Stands, Music, CDs, etc.
  - b. Booth will be inspected to assure that the work described in the application is the work shown.
  - c. Remaining 30% of booth can be other goods approved by ORGANIZOR. Please list all goods on application.
12. **BOOTH / TABLE SPACE INSPECTIONS:** VENDOR booth and table spaces will be inspected throughout the weekend to assure that the work described in the application is the work shown.
13. **No out of trunk sales will be allowed.**
14. **CHECK-IN and SET-UP:** Packets will be passed out to VENDORS at check-in and contain specific set-up instructions and location.
  - a. All VENDORS must check in at the organizer's booth prior to setting up their booth or table space.
  - b. Please be considerate of other VENDORS during set up; unload the contents of your booth, THEN MOVE YOUR VEHICLE prior to constructing the exhibit.
  - c. All vehicles must be removed by one hour before the festival begins.
15. **SITE OCCUPATION:** No site shall be occupied until an ORGANIZER representative has checked in VENDOR. **No check-in is allowed after 4:00 p.m. Friday October 5<sup>th</sup>, 2007 or after 9:00 a.m. Saturday October 6<sup>th</sup>, 2007.**
  - a. The ORGANIZER hereby agrees that the VENDOR may set up an assigned booth space(s) herein identified on Friday, October 5, 2007, between 10:00 a.m. to 4:00 p.m. No check-in allowed after 4:00 p.m. As well as, on Saturday October 6, 2007 between 8:00 a.m. to 9:00 a.m. No check-in allowed after 9:00 a.m.
16. **TEARDOWN:** Check-in packet will contain specific teardown instructions.
  - a. **EARLY TEAR DOWN WILL NOT BE PERMITTED** unless directed by the festival ORGANIZER.
  - b. Tear down booth first, then quickly move your vehicles to load.
17. **SHARING:** VENDORS opting to share a booth(s) will submit separate applications and indicate they are sharing booth or table(s) spaces with another VENDOR. Applications will not be accepted until all parties have been reviewed. All parties must follow rules and guidelines of this contract.
18. **ARTIST PRESENT:** VENDORS must be present during the majority of the festival.
19. **VENDOR IMAGERY FOR MARKETING:** The VENDOR agrees to allow ORGANIZER and TENKILLER LODGE to photograph, and/or record VENDOR and VENDOR'S work during the entirety of the Oklahoma Flute Festival, and agrees to release any and all rights and claims to such material; to be used for any future marketing and promoting purposes by the ORGANIZER and TENKILLER LODGE.
20. **OTHER:** The VENDOR will not sell any guns, knives, or other weapons, whether toy or real; nor any live animals; or conduct any game of chance. Political booths are prohibited. All activities must comply with the laws of the State of Oklahoma.
21. **FOOD OR BEVERAGE:** The VENDOR shall not serve or sell food, beverages, or water in his/her assigned booth site(s). The ORGANIZER reserves the right to require the removal of any item that may present a conflict.
22. **ELECTRICAL OUTLETS AND GENERATORS:** The VENDOR exhibiting outdoors shall not use the ORGANIZER'S electrical outlets. Portable generators will not be allowed under any circumstances. Battery operated amplifier only will be allowed and must be run through personal listening devices (headphones).
23. **DRUGS AND ALCOHOLE:** The VENDOR hereby agrees that no sale, dispensing, or consumption of any form of illegal drugs or alcoholic beverages will not be allowed on the grounds of Tenkiller Lodge during any Oklahoma Flute Festival related event.
24. **TRANSPORTATION:** The VENDOR shall furnish all necessary transportation and all appropriate equipment, tools, and supplies, such as display tables, chairs, etc., necessary for operation.
  - a. The exception is table booth spaces in which tables only will be provided.
  - b. VENDOR agrees to remove all equipment, inventory, and personal property from TENKILLER LODGE no later than 7:00 p.m. on Sunday, October 7, 2007.
25. **RV's AND TRAILERS:** RV's, trailers, dual wheeled, dual axle vehicles, or other vehicle in excess of normal automobiles and light utility vehicles (conversion vans, pick-ups) are not allowed on TENKILLER LODGE property. A designated area will be arranged for

these vehicles. RV and overnight tent camping is NOT allowed on TENKILLER LODGE property, but is available at Cherokee Landing State Park (5 minutes away).

26. **LODGING:** On site rooms are available on a first come first serve basis through TENKILLER LODGE, a few feet from the festival. For reservations please contact TENKILLER LODGE at: 918-453-9000
27. **SALES TAX:** The VENDOR shall be solely responsible for payment of all required taxes to local, state, and federal authorities and shall keep such records of transactions as may be required by such authorities. Oklahoma State tax information will be provided in your check-in packet.
28. **TRASH:** The VENDOR shall be responsible for the clean up of his/her assigned site(s), including bagging and tying all trash bags and delivering the bagged trash to designated trash pick up locations.
29. **TENKILLER PROPERTY AND TENT ANCHORS:** The VENDOR shall not damage, cut, or drive nails or any other foreign object into any trees nor damage or deface any property on Tenkiller Lodge premises. Oklahoma weather can produce gusty winds, VENDORS should anchor their booths accordingly to prevent injury to themselves and others. Heavy weights (sandbags) on each leg of the booth are recommended.
30. **LIABILITY:** The ORGANIZER and TENKILLER LODGE will NOT be held responsible for any accidents or injuries in or around VENDOR booth(s) or on TENKILLER property, nor for any damage or theft of property belonging to the VENDOR.
31. **TRANSFER OF AGREEMENT:** The ORGANIZER and the VENDOR hereby agree the services specified in this Agreement may not be transferred, delegated, or assigned in any way shape or form or for any reason.
32. **AGREEMENT TERMINATION:** This Agreement may not be terminated prior to its normal conclusion, except as provided in this section. The ORGANIZER may terminate this Agreement without notice and forthwith remove the VENDOR from the premises for selling UNAUTHORIZED ITEMS, failure to sell from assigned site(s), or breach of any part of this Agreement, including without limitations, failure to timely pay the booth fee set forth herein.
  - a. No refunds shall be given to the VENDOR should this Agreement be terminated due to VENDOR being removed from the premises for any reason including rain.
  - b. The VENDOR shall receive a refund of the booth site fee in the event the Oklahoma Flute Festival is formally canceled by the ORGANIZER.
  - c. The VENDOR may terminate or cancel this agreement by mailing or emailing a request in writing, which states reasons for cancellation. This request must be postmarked no later than September 1st, 2007 in order to receive a refund; otherwise this agreement may not be terminated or canceled prior to its normal conclusion, without the prior written consent of the ORGANIZER.
  - d. NO refunds will be given if VENDOR terminates this agreement after the Cancellation deadline of September 1<sup>st</sup>, 2007.
  - e. No refund will be issued due to inclement weather.
33. **VENDOR AS INDEPENDENT CONTRACTOR:** The parties hereto stipulate and agree that, under this Agreement, the VENDOR is not acting as an agent, employee, representative, partner, nor joint venturer of the ORGANIZER, but shall at all times and for all purposes have the status of independent contractor. The ORGANIZER shall not control the manner or methods by which the VENDOR performs Arts and Crafts Sales, except as expressly provided for herein.
34. **VENDOR RESPONSIBILITY AND LIABILITY:** The VENDOR assumes the entire responsibility and liability for:
  - a. Losses, damages, and claims arising out of injury to his/her own personal property or party.
  - b. Damage to the VENDOR'S displays equipment, or other property.
  - c. VENDOR agrees NOT to hold liable or responsible in any form the ORGANIZER, its employees, event coordinators, guests, volunteers, and participants against any and all claims or expenses for such losses, arising out of the performance of this Agreement.

**LogJaM Arts**  
**Oklahoma Flute Festival**  
**ARTS AND CRAFTS VENDOR AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the **LogJaM Arts, P.O. Box 38, Tahlequah, Oklahoma 74465** (hereinafter referred to as the "ORGANIZER"), and

*(Please print or type name, address, telephone number and tax identification or social security number.)*

<b>NAME:</b>	
<b>ADDRESS:</b>	<b>CITY:</b>
<b>STATE:</b>	<b>ZIP:</b>
<b>TELEPHONE:</b>	<b>EMAIL:</b>
<b>TAX IDENTIFICATION OR SSN#:</b>	<b>WEBSITE:</b>
<b>DESCRIPTION OF ALL GOODS TO BE SOLD:</b>	

(Now after referred to as the "VENDOR").

WHEREAS, the ORGANIZER has Arts and Crafts sites available for rental at the TENKILLER LODGE during the Oklahoma Flute Festival, and WHEREAS, the VENDOR wishes to enter into an agreement with the ORGANIZER to rent an Arts and Crafts site.

NOW, THEREFORE, and in consideration of the mutual covenants, promises, agreements, understandings, and conditions contained herein, the parties mutually promise to the other, agree, and understand as follows, to wit:

Space Requesting:  **10X10** Outdoor booth space (100.00)                      **8X6** Indoor table spaces ARE FULL!

Sharing (Name): \_\_\_\_\_

**I (VENDOR) have read and agree to all rules, guidelines, and regulations found either in this contract or on the website for the Oklahoma Flute Festival.**

**I (VENDOR) have included or emailed two digital images of goods to be sold at the Oklahoma Flute Festival.**

**VENDOR:**

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Please type or print name

Make Check or Money Order Payable to: **LogJaM Arts**

The VENDOR shall return to the ORGANIZER, the signed original of this Agreement with payment.

**LogJaM Arts**  
**Attention: OK Flute Fest**  
**P.O. Box 38**  
**Tahlequah, OK 74465**

*For Office Use Only:*

Payment received: \$ \_\_\_\_\_ [ ] Cashier's Check [ ] Money Order [ ] Check

Assigned to Booth # \_\_\_\_\_

Received by: \_\_\_\_\_

Date: \_\_\_\_\_