

POWWOW ORGANIZER
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Dinosaur Valley Intertribal Powwow Arts & Crafts Vendor Application

October 19, 2024

Somervell County Expo Center – 202 Bo Gibbs Blvd, Glen Rose, TX

CONTACT NAME: _____

TRIBAL AFFILIATION: _____

COMPANY NAME: _____

ADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

EMAIL: _____ **SALES TAX #:** _____

BOOTH SIZE REQUESTED: 10'X10' (\$50) 10'X20' (\$125) 10'X30' (\$175) ADD ELECTRICITY (\$5)

DESCRIPTION OF ITEMS TO BE SOLD: _____

PHOTOS may be mailed with this application or emailed to info@apachecrowndancers.com

PAYMENT BY CHECK: Make checks payable to "Dinosaur Valley Intertribal Powwow".

PAYMENT ONLINE: Electronic online payment can be made via PayPal Invoice. If no check or money is included with your application, an invoice will be sent to the email you listed above.

MAILING ADDRESS: Dinosaur Valley Intertribal Powwow; PO Box 1104; Granbury, TX 76048

SIGNATURE REQUIRED ON SECOND PAGE

VENDOR AGREEMENT

ELIGIBILITY: Open to individual vendors, artists and craftsmen presenting Native American Indian styled arts and crafts. Open to Native American vendors, artists and craftsmen selling original nonnative styled arts and crafts. Demonstrating your art or craft, while not required, will be a consideration when booths are being assigned. Potential vendors must submit at least one photograph of your booth configuration and three photos of merchandise offered for sale. Dinosaur Valley Intertribal Powwow reserves the right to reject any display that is not in keeping with the examples submitted with your application. Direct Sales agents will not be approved, for example cutlery, cookware, food storage, mass-produced jewelry, etc.

REGISTRATION: Applications must be emailed or postmarked by September 1, 2024 for consideration. Payment in full must be included with application. Vendors will be notified of their acceptance no later than September 5, 2024. Vendors must include full payment for consideration. Non-accepted vendors will receive a full refund. Vendors fees for accepted vendors are 50% refundable for cancellations before September 5, 2024. There will be NO REFUNDS after September 5, 2024.

SPACES: This is an indoor event. Spaces are 10'X10' (\$75) or 10'X20' (\$125), larger spaces available upon request. Vendors are welcome to set up pop-up tent frames with no tarps. Vendors will supply their own tables and chairs. Electricity is available for an additional \$5.

SET UP & BREAK DOWN: Vendors may set up on Friday evening (October 18, 2024) or Saturday morning (October 19, 2024). Specific time slots for loading in will be assigned to vendors by September 5, 2024. You may drive into the arena for unloading and loading. Vehicles and trailers are not permitted in the arena during Powwow event hours. Vendor parking information and specific times the arena is open for vehicle access will be provided in the Vendor Welcome Packet. Vendors must stay open for business through the evening closing ceremonies of the Powwow. Early breakdown will result in your forfeiture of consideration for future events.

LOCAL SALES TAX RESPONSIBILITIES: Vendors are solely responsible for obtaining certificates for the collection of applicable sales tax, collecting sales tax, and working directly with the Somervell County Local Government to pay taxes. The DV Powwow is not responsible in any way for sales tax, collection, or payment on behalf of the vendors. Vendor's tax certificate should be available at the vendor's booth at all times during the operating hours of the DV Powwow should inspection of the certificate should be required by the DV Powwow representatives or Somervell County representatives.

HEALTH CERTIFICATES FOR FOOD VENDORS: Food Vendors are solely responsible for obtaining safe food handling and health certificates. The DV Powwow is not responsible in any way for the safety of food handling. Food Vendor's Safe Food Handling Certificate and Health Certificate should be available at the vendor's booth at all times during the operating hours of the DV Powwow should inspection of the certificate should be required by the DV Powwow representatives or Somervell County representatives.

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury or loss that exists while participating in the Dinosaur Valley Intertribal Powwow, (hereinafter referred to as "DV Powwow"); and,

IN CONSIDERATION OF my desire to participate in the DV Powwow and being given the right to participate in same;

I HEREBY, for myself, me heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively referred to as "Releasor", "I", or "me", which terms shall also include the Releasor's parents or guardians if the Release is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of actions of any kind arising out of my participation in the DV Powwow; and,

I HEREBY release and forever discharge DV Powwow representatives and the Somervell County Expo Center located at 202 Bo Gibbs Blvd, US-67, Glen Rose, Texas, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively "Releasees") from any physical or psychological injury or loss that I may suffer as a direct result of my participation in the DV Powwow.

I AM VOLUNTARILY PARTICIPATING IN THE DV POWWOW AND I AM PARTICIPATING IN THE DV POWWOW ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THE DV POWWOW WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO PHYSICAL OR PSYCHOLOGICAL INJURY AND ECONOMIC OR EMOTIONAL LOSS. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHER'S NEGLIGENCES, CONDITIONS RELATED TO TRAVEL TO AND FROM THE DV POWWOW OR AT THE DV POWWOW LOCATION. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPTION IN THE DV POWWOW.

I FURTHER ACKNOWLEDGE to indemnify, defend and hold harmless the Releasees against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require emergency medical care, I authorize DV Powwow and the Somervell County Expo Center to engage local emergency medical services on my behalf, to include but not limited to calling 9-1-1, providing first aid, CPR, the use of AEDS, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment.

I FURTHER ACKNOWLEDGE that my participation in the DV POWWOW may result in economic, financial or physical loss of property.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE OF LIABILITY" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE DV POWWOW AND SOMERVELL COUNTY EXPO CENTER AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMES OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING LEGAL ACTION AGAINST DV POWWOW OR SOMERVELL COUNTY EXPO CENTER FOR PERSONAL INJURY OR PROPERTY LOSS OR DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of DV Powwow and Somervell County Expo Center, its agents, and employees.

I agree that this Release shall be governed by Texas law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPTION IN THE DV POWWOW, DURING THE INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

I HAVE READ AND EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

VENDOR SIGNATURE: _____ DATE: _____

OFFICE USE ONLY

RECEIVED BY: _____ DATE: _____ APPROVED: YES NO PAID IN FULL: YES NO

BOOTH NUMBER: _____ COMMENTS: _____