



Vendor Application

Name: _____

E-mail: _____

Street/Box #: _____

City/State/Zip: _____

Daytime Phone: _____ (Evening Phone) _____

Describe Products to be Sold: _____

(PLEASE BE SPECIFIC)

	# Needed	Total
10' X 10' Exhibitor Space: \$310 / GREEN VENDOR AREA (LOCATED AT MAIN ENTRANCE)	x _____ =	\$ _____
\$285/ ORANGE VENDOR AREA	x _____ =	\$ _____
\$260/ YELLOW VENDOR AREA	x _____ =	\$ _____
Electricity: Included-please specify if needed	x _____ =	\$ _____
	TOTAL DUE	\$ _____

DEADLINE FOR APPLICATIONS May 31, 2010
Booths are pre-assigned - booth assignments are final.
Please remember applications are accepted on first come - first serve basis.
THERE ARE NO REFUNDS GIVEN FOR CANCELLATION AFTER ACCEPTANCE
NO VENDING OF

FOOD OR BEVERAGES _____ **VENDOR SIGNATURE** _____

Please make checks payable and mail to: *JF BB Ski Areas, Inc.*
Festival Exhibitor Application
PO Box 1539
Blakeslee, PA 18610

To charge fees - please complete below:

Mastercard
 Visa
 American Express
 Discover

 exp. date /

Authorized amount to Charge: \$ _____ Authorized signature: _____ Date: _____

Continued on Back Please Read and Sign

HOLD HARMLESS AND RELEASE OF LIABILITY AGREEMENT

In consideration of being allowed to be an exhibitor at the 2010 Pocono Blues Festival at Big Boulder , I agree as follows:

1. a. I agree that I will not sue and will release from any and all liability, Jack Frost Ski Area/Big Boulder Ski Area, their owners, operators, lessors, lessees, officers, agents, and employees if I or any member of my staff is injured while using any of Jack Frost's facilities or while being present at the facilities, even if I contend that such injuries are the result of negligence or any other improper conduct on the part of the entities mentioned above.

b. I further agree that I will not sue and will release from any and all liability the entities mentioned above for any damage to my property, including but not limited to my products, goods, wares and exhibition or booth materials or apparatus, even if I contend that such damage is the result of negligence or other improper conduct on the part of the entities mentioned above.
2. I further agree that I will indemnify and hold harmless, Jack Frost Ski Area/Big Boulder Ski Area, their owners, operators, lessors, lessees, officers, agents, and employees from any loss, liability, damage or cost of any kind that they may incur as the result of any injury to myself, to any member of my staff, to any of my customers or to any other person who is injured in any way as a result of my being an exhibitor or is injured by any of my goods or products even if it is contended that any such injury was caused in whole or in part by the negligence or other improper conduct on the part of any of the entities mentioned above.
3. Notwithstanding the foregoing, if I sue, Jack Frost Ski Area/Big Boulder Ski Area, their owners, operators, lessors, lessees, officers, agents, and employees, I agree that I will only sue if, whether on my own behalf or on behalf of any other person or entity, in the Court of Common Pleas of Carbon County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between, Jack Frost Ski Area/Big Boulder Ski Area, their owners, operators, lessors, lessees, officers, agents, and employees and myself shall be litigated exclusively in one of said courts.
4. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.
5. I have read and understand the foregoing Hold Harmless and Release of Liability Agreement and am voluntarily signing below, intending to be legally bound hereby. If I am signing on behalf of a minor child, I represent and warrant that I am doing so with the consent and approval of my spouse (if any) and I understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue.

LICENSED, COPYRIGHTED AND TRADEMARKED PRODUCTS

Vendor understands and agrees that Vendor shall only sell properly licensed, copyrighted and trademarked products. Examples of illegal products are: homemade "concert" tapes, imported "live CDs", T-shirts and baseball caps either printed or embroidered without proper copyright and/or trademark notifications. Festival Management to be present in vending areas to ensure any bootleg, counterfeit, or infringing products are not being sold. Venue reserves the right to confiscate and forward product to the owner of the rights or return the infringing product to vendor after event is over.

Name (Please Print)

Date

Signature

Telephone Number

Address _____

City

State

Zip

Deadline for Application is May 31, 2010