



Children's Area Application for 2011 Historic Mansfield Music & Arts Festival

Location: 100 N Main Street, Mansfield, Texas

Festival Hours: Saturday, Oct 15, 2011, Noon to 10:30pm and Sunday, Oct 16, 2011, Noon to 6 pm

Application Deadline: September 17, 2011 for prime booth location and maximum exposure

Applicant's Name: _____ Company Name: _____

Business Phone: _____ Cell Phone: _____

Website: _____

Mailing Address: _____

Email: _____

Note: Important information and update will be delivered via email.

Booth Information – Every booth in this area **MUST** provide some sort of craft, activity or entertainment that is appropriate for children. **If a fee is charged for the activity, such fee may not exceed \$2.**

Check the category that best describes the activity at your booth. These are suggestion only.

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Face-painting | <input type="checkbox"/> Painting | <input type="checkbox"/> Fitness | <input type="checkbox"/> Other, specify |
| <input type="checkbox"/> Hair decor | <input type="checkbox"/> Spin-the-wheel game | <input type="checkbox"/> Baseball throw | _____ |
| <input type="checkbox"/> Balloon art | <input type="checkbox"/> Duck pond | <input type="checkbox"/> INFLATABLE (see below) | _____ |
| <input type="checkbox"/> Sand art | <input type="checkbox"/> Balloon Dart game | | |

Booth Size & Fee:

- One Space (10'x10' area) = \$50

Booth fee does not include tent or electricity (except in the case of an inflatable). There will be a light tower in the area to allow the booths to stay open and functioning after dusk. Full payment of booth fee is due with application. Application without payment will not be processed. Only check or money order made payable to Discover Historic Mansfield, Inc. will be accepted. **THERE WILL BE NO REFUND ONCE APPLICATION IS APPROVED.**

ALL BOOTHS MUST HAVE A TENT OR CANOPY. See Items 6 and 7 on Rules & Regulations page for more specific information.

INFLATABLE: Inflatables will be rented by Discover Historic Mansfield, Inc. and fully staffed by Applicant. **APPLICANT WILL REPAY TO DHM THE ACTUAL COST OF RENTING THE UNIT OUT OF THE FIRST MONEY EARNED DURING THE EVENT.** After the entire rental cost has been repaid to DHM, then 100% of the additional earnings at the booth, if any, will belong to the Applicant. DHM will work with Applicant to provide the type of inflatable that Applicant believes will earn the most profit for Applicant. There are no guarantees made as to the availability of a particular unit or the profit to be earned by Applicant.

Late Fee: After Monday, Sept 17, 2011, an additional \$20 fee will apply.

Important Notes: I, the undersigned, agree that I will be present and my booth will be open during all festival hours stated above; I understand that full payment must be received to complete the application and that my application is subject to approval by Festival Producer; I further understand my fee to participate is non-refundable once I have been approved; I grant Discover Historic Mansfield, Inc. permission to reproduce and publish photographs taken during the festival for the purpose of promoting their festivals; and I agree to follow the Rules and Regulations set forth on the next page and understand that failure to do so will result in immediate expulsion without refund.

Applicant Signature: _____ Date: _____

For Festival Use Only

Date Rec'd:	Amt Paid:	Check#:	Booth:
-------------	-----------	---------	--------

Rules and Regulations 2011 Historic Mansfield Music & Arts Festival

100 N Main Street, Mansfield, Texas

Festival Hours: Saturday, Oct. 15, 2011, Noon to 10:30 pm and Sunday, Oct. 16, 2011, Noon to 6 pm

1. Applicant shall tend to booth and keep it open during the festival hours stated above.
2. Booth shall be set up and ready for business by 11 am on Saturday, Oct. 15.
3. Applicant shall remove everything from festival site by 8 pm on Sunday, Oct. 16. No take down of booth or activity before 6 pm on Sunday, Oct. 16.
4. **Festival will provide ONLY a 10'x10' space. Applicant will provide everything needed to set up booth and conduct business, including tools, labor, tents, tables, chairs, etc.**
5. Activity, tent poles or anchors shall stay within the 10'x10' space dimension.
6. All booths shall have a tent or canopy. Tent or canopy must be in good condition and free from rips, tears, stains, worn spots.
7. Tents or canopies shall be anchored with heavy objects. In-ground stakes are not permitted.
8. Space assignment is at the sole discretion of Festival Producer.
9. Space will be assigned on a first paid, first assigned basis. No space will be assigned until full payment is received.
10. No sharing of booth by multiple groups allowed unless approved in advance by Festival Producer.
11. No vehicle allowed except during loading and unloading. Vehicles in violation will be towed.
12. No food or beverage may be sold by Applicant.
13. No political or campaign materials allowed.
14. No RV parking is available or allowed.
15. Applicant is responsible for performing thorough background checks for any worker, agent or representative at Applicant's booth. Workers under the age of 14 must be supervised by a responsible adult.
16. Festival is an outdoor event held regardless of weather conditions. Applicant should plan accordingly.
17. Applicant shall be responsible for collecting and distributing any applicable state/local tax.
18. Applicant shall be responsible for the clean up of trash from and around their booth.
19. Returned checks will incur a \$30 fee.
20. Applicant retains liability and assumes all risk of loss and/or damages on site or in connection with transportation, display, storage of craft or activity at the festival.
21. Festival Producer reserves the right to decline an applicant's application if they deem the product not suitable for the festival or if there are numerous applicants previously confirmed to provide similar services. Festival Producer is not responsible for duplication of items among booths.
22. The Festival Producer does not guarantee in any way the success of any Applicant.
23. The Festival Producer shall have full power to interpret and/or amend these Rules and Regulations for the best interest of the festival. The decision of the Festival Producer must be accepted as final in any dispute between the Applicant and Festival Producer in any situation not specifically covered by these Rules and Regulations.
24. Festival Producer reserves the right to stop or remove from the festival any applicant who is dressed or performing any act which, in the opinion of Festival Producer, is objectionable or detracts from the festival.
25. **No refunds will be given once application has been accepted.**
26. In case of rain, Festival Producer will make every reasonable effort to proceed with the event. Festival Producer reserves the right to cancel the event at its sole discretion due to severe weather, act of God or other circumstances beyond our control, and there will be no make-up date or refund of fee.
27. Violation of these Rules and Regulations will result in forfeiture of space without refund and prohibit Applicant from participating in future festivals.

Agreement of Liability Waiver

I, the undersigned, have read and agree to comply with the above Rules and Regulations, I understand that agreements or promises made verbally and not specifically stated and confirmed in writing as part of this document shall not be binding, and I hereby indemnify, release, waive, discharge, covenant not to sue and agree to hold harmless for any and all purposes Discover Historic Mansfield, Inc., its officers, agents, successors, assigns, sponsors and volunteers (collectively "DHM") from any and all liabilities, claims, demands, personal injury including death, or property damage that may be sustained by me and any of my employees, volunteers, agents or contractors while participating in the 2011 Historic Mansfield Music and Arts Festival, including injuries and damages sustained as a result of the negligence of DHM.

Applicant Signature: _____ Date: _____

Please return both pages of the application and payment to:

Discover Historic Mansfield, Inc, 900 N Walnut Creek Dr, Ste 100 #267, Mansfield, TX 76063
For Information, contact: (817) 239-4335 or HistoricMansfield@gmail.com