

Community Colleges of Spokane

Environmental Sciences Department Clubs Craft Fair

PARTICIPANT APPLICATION AND AGREEMENT



SPECIFIC CONTRACT TERMS: *(The following provisions must be fully completed)*

DUE JANUARY 15th

1. The terms of this agreement are limited to the **SPRING CRAFT SHOW (April 9, 2016)**.
2. PARTICIPANT Name: _____
 Address: _____ City _____ St _____ Zip _____
 Phone: _____ E-mail _____
3. Booth space requested: (Maximum of two 10 foot by 10 foot spaces per PARTICIPANT)
 Full Single approx. 10' x 10' space (without table) \$65.00 ____ or
 Half Single approx. 5'x 10' space (table not available) 35.00_____
 Electricity Needed Yes____ No____ Optional table rental for \$10.00 (Limited to 10' x 10' space) Yes ____ No ____
2. Would you like to donate an item from your booth for the silent auctions, and raffles at the event, with the understanding there is no compensation to PARTICIPANT? Yes_____ No_____
3. I give permission to CRAFT FAIR to use my photos of my product for promotion of the CRAFT FAIR. They become property of the CRAFT FAIR, to use as they see fit without compensation to PARTICIPANT for said photos.
 Yes_____ NO_____
4. Total payment submitted to CRAFT FAIR \$ _____

WHEREAS, PARTICIPANT requests a booth space at the Spokane Community College Environmental Sciences Clubs Craft Fair (**CRAFT FAIR**); and
WHEREAS, the CRAFT FAIR represents that it accepts applications for booth space from the PARTICIPANT at a **COMMUNITY COLLEGES OF SPOKANE (COLLEGE)** facility;
NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties agree as follows:

PARTICIPANT:

5. As indicated in the Specific Terms below, PARTICIPANT agrees to pay CRAFT FAIR for booth space at the rate of \$65.00 for an approx 10 foot by 10 foot space or \$35.00 for an approx. 5 foot by 10 foot space, including two chairs. Optional rental of eight foot tables (limit one per booth) are available for an additional charge of \$10.00. PARTICIPANT agrees to make payment via check to CRAFT FAIR in advance of its use of COLLEGE facility and property. The CRAFT FAIR is a non juried show however placement in the show is still not guaranteed. Placement will be based on the quality, type, and originality of product. If you bring something other than what is written on this contract, you will be asked to remove it. If you are a new vendor, you must submit three pictures of your product with application.
6. No displays can extend beyond the boundaries, including all tables and chairs used in the booth. PARTICIPANT must allow room to access to drinking fountains, ATM machines, and medical kits.
7. PARTICIPANT must at all times remain at its booth during CRAFT FAIR open hours of 9 am to 4 pm.
8. PARTICIPANT shall not offer any products for sale that have not been expressly approved in this Contract by CRAFT FAIR in advance of sale. The following products or services are submitted for approval for sale at CRAFT FAIR by PARTICIPANT:

9. PARTICIPANT agrees that PARTICIPANT's rights under this application are non-assignable. Only the PARTICIPANT named in this application shall use the table and space authorized by this contract. PARTICIPANT shall not share space with another vendor or organization not named in this contract. PARTICIPANT agrees to comply with all rules, regulations, and policies of the COLLEGE, as a condition of use of the booth space. This includes but is not limited to, compliance with chapter 132Q-136 of the Washington Administrative Code regarding Use of District Facilities.

10. PARTICIPANT agrees to exercise the utmost care in the use of the College's premises and property. PARTICIPANT further agrees that in consideration of the rights granted under this application by the CRAFT FAIR for the use of its facilities, that it forever releases the COLLEGE, its agents, employees or officers from all debts, claims, demands, damages, actions and causes of action whatsoever, which it may or may not hereafter have, as a result of its use of COLLEGE facilities under this contract. PARTICIPANT also agrees to reimburse COLLEGE for any damage arising from PARTICIPANT'S use of the COLLEGE's facilities and property.
11. PARTICIPANT agrees, to the fullest extent permitted by law to indemnify, defend, and hold harmless the STATE OF WASHINGTON, the COLLEGE, COLLEGE CLUBS and all of officials, agents, employees and officers of the STATE and COLLEGE, from any claims, demands, actions, damages, or causes of action directly or indirectly arising out of the use of the facilities covered under this contract, including any claims PARTICIPANT'S customers may have against PARTICIPANT. PARTICIPANT'S obligation to indemnify, defend, and hold harmless includes any claim by PARTICIPANT'S agents, employees, representatives, or any subcontractor or its employees.
12. PARTICIPANT certifies under penalty of perjury that by signing this agreement PARTICIPANT is in compliance with applicable laws related to business licensing requirements. If PARTICIPANT is to sell food items meant for human consumption, PARTICIPANT is required to hold a current Washington State Food Worker Card (WAC 246-217). PARTICIPANT agrees to have available for immediate inspection by COLLEGE officials a copy of any required permits or licenses.
13. PARTICIPANT agrees that CRAFT FAIR may terminate this application and refund to PARTICIPANT any payments made to CRAFT FAIR, when CRAFT FAIR deems such action necessary and in the best interests of CRAFT FAIR. PARTICIPANT further agrees that no refunds will be made if PARTICIPANT cancels. However, the CRAFT FAIR will refund payments received from PARTICIPANT if the application for participation is not accepted.
14. PARTICIPANT agrees to comply with the applicable provisions of the Americans with Disabilities Act and all state and federal anti-discrimination laws.
15. PARTICIPANT agrees that PARTICIPANT and any agents, employees, or representatives of PARTICIPANT (hereinafter collectively referred to as "PARTICIPANT") shall wear clean and presentable clothing, and operate with a high standard of integrity, and in a professional, business-like, and courteous manner. PARTICIPANT shall strive to provide high quality and personable services. PARTICIPANT is not an employee of the COLLEGE and will not hold itself out or claim to be an officer of employee of the COLLEGE, nor will the PARTICIPANT make any claim of right, privilege or benefit which would accrue to such employee under law.
16. PARTICIPANT agrees to leave the premises in the same condition as it was found in, to leave the table(s) and chair(s) in the same condition as was provided, and to remove any items and/or personal property which PARTICIPANT may bring to CRAFT FAIR.
17. PARTICIPANT agrees that the CRAFT FAIR coordinator has the sole discretion to manage the event as she/he deems appropriate. Disruptive or aggressive behaviors and language and/or inappropriate items on display will not be tolerated; if deemed necessary the CRAFT FAIR coordinator has the right to expel vendors and/or customers.

CRAFT FAIR: Agrees to provide facility space, tables, and chairs as described in "SPECIFIC AGREEMENT TERMS" below.

Entire Agreement Modification: This agreement represents the entire agreement between the parties and may not be modified or amended except upon mutual written agreement of the parties.

Jurisdiction: This agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Spokane County.

The undersigned certify that they have read and understand the terms and conditions of this agreement, that they are over the age of eighteen and competent to sign, and that they are a representative who is authorized to execute this agreement by providing their signature.

PARTICIPANT

DATE

Please make checks payable to SCC CRAFT FAIR and mail to:
 SCC Craft Fair - Student Activities
 Attention: Craft Fair Coordinator
 1810 N. Greene Street, Mail Stop 2061
 Spokane, WA. 99217

Please see our website for more information: <https://apps.spokane.edu/EasyWeb/Default.asp?ID=3455>

Questions? E-mail the CRAFT FAIR Coordinator at scccraffair@gmail.com