

VENDOR WAIVER - 2011 BIG BEAR COWBOY POETRY & MUSIC GATHERING

1. I agree to indemnify, defend and hold harmless the Big Bear Cowboy Poetry & Music Gathering Committee individually and severally, the City of Big Bear Lake and all of its officers, agents and employees from any and all liability, claims, damages or injuries to any person, including injury to Vendor's employees, and all claims which arise from or are connected with the performance or failure to perform the work or other obligations of this agreement or as caused or claimed to be caused by the acts or omissions of Vendor, its agents or employees, and all expenses of investigation and defending against same; provided, however that this indemnification and hold harmless clause shall not include any claim arising from the active negligence or willful misconduct of the City of Big Bear Lake, its officers, agents and/or employees or of the Big Bear Cowboy Poetry & Music Committee individually and severally.
2. I understand that the Big Bear Cowboy Poetry & Music Committee cannot be responsible for rain, wind, fire, etc., or damage or theft and that the 2011 Gathering will be held, rain, shine or wind.
3. I understand that my entry fee is NON-REFUNDABLE unless my application is rejected.
4. I understand that full payment for my space is due with the application.
5. I am aware that I must provide any tools or cleaning utensils I will need for my space.
6. I agree to abide by all of the procedures stated on this, the application and cover letter for the 2011 Gathering.
7. I understand that I must clean my vendor space before departing at the end of the Gathering.

Signature: _____ Date: _____