

EXHIBITOR & VENDOR APPLICATION & CONTRACT

OWENSBORO DUST BOWL BASKETBALL TOURNAMENT

REGISTRATION Exhibitor and/or Vendor Name: ______ Contact Person (if Different): _____ _____ City _____ State ____ Zip ____ Address ___ _____ E-mail _____ Alternate Contact Information _____ **REQUIREMENTS** Electricity O Yes O No Requirements ____ Requirements _____ Water O Yes O No O Yes O No Ice Requirements _____ Other Requirements ___ INFORMATION Describe Items and Equipment Used _____ Please list all the items you wish to sell, display, or distribute ___ Date of Departure _____ Date of Arrival Dates of Operation O All Tournament (Nine Days) O Friday O Saturday O Sunday O Monday O Tuesday O Wednesday O Thursday O Friday O Saturday FEES (NON-REFUNDABLE) ○ \$75.00 Per Day (Sun. - Thurs.) ○ \$100.00 Per Day (Fri. & Sat.) ○ \$300.00 All Tournament (Nine Days) **AGREEMENT** This application and contract constitutes a binding legal agreement, completed and signed on this date: ____ SIGNATURE OF EXHIBITOR AND/OR VENDOR REPRESENTATIVE SIGNATURE OF DUST BOWL REPRESENTATIVE FOR DUST BOWL USE ONLY STREET EXHIBITOR AND/OR VENDOR FEE \$ ____ Deposit Received \$ _____ Date Received MAPLE Balance Received \$ _____ __ Date Received ___



Approval _

WEST 5TH STREET

Payment Type O Cash O Money Order O Cashier's Check O Company Check

Exhibitor and/or Vendor No ___

FEE: \$75.00 per day Sunday thru Thursday, \$100.00 per day Friday & Saturday or \$300.00 All Tournament (Nine Days). Payment is required to secure exhibitor and/or vendor space.

SET-UP AND INSTALLATION: Exhibitor and/or Vendor may commence set-up and installation of their space on the Thursday before event begins after 12:00 p.m., at a designated time set by Dust Bowl Representative.

OPERATION DATES AND TIMES: First Friday through second Saturday of the event beginning at 5:00 p.m. nightly (which is one hour before the 6:00 p.m. start of the first game of the night) and ending within one hour of the conclusion of the last scheduled game of the night. (All exhibitors and/or vendors will be provided with a Dust Bowl Tournament schedule of games and times.)

DRIVING: on Kendall-Perkins Park Grounds is prohibited, excluding set-up/installation and taking down/dismantling, and the designated drive within the park before 5:00 p.m.

UNLOADING AND LOADING: Exhibitor and/or Vendor will be required to use entrances (5th St., Designated drive within the park or Maple St.). Parking immediately outside the designated entrances will be permitted until 5:00 p.m. to unload your vehicle. Strict enforcement of the time limit will occur. All violators will be towed at the owner's expense. All matters pertaining to unloading loading will be strictly enforced by Dust Bowl Representatives and security.

TAKING DOWN AND DISMANTLING: Exhibitor and/or Vendor are to have their space cleared (Taking down, dismantling items and equipment) from Kendall-Perkins by 12:00 p.m. on the Monday after event concludes.

WHEELED VEHICLES: No motorized wheeled vehicles of any type are permitted in Kendall-Perkins Park, unless approved by Dust Bowl Representative. Exhibitor and/or Vendor may bring their own hand trucks and/or dollies to use for set-up installation and taking down/dismantling. No bikes, rollerblades, skate board, etc. are permitted in Kendall- Perkins Park.

ARTICLES SUBJECT TO SEARCH: Any article brought into or removed from Kendall-Perkins Park is subject to search by a Dust Bowl Representative or security.

PROHIBITED ARTICLES: Casoline, kerosene, acetylene, anything flammable, explosive devices or excessively noisy displays will not be permitted. Weapons, alcoholic beverages, drugs and/or drug paraphernalia, or animals of any kind will not be permitted in Kendall-Perkins Park.

LEAVE NO TRACE: Exhibitor and/or Vendor must surrender space occupied in the same condition as it was at the time of occupancy.

SUBLETTING: It is understood that no space is to be sublet. Any unauthorized subletting will result in expulsion from the Dust Bowl without refund in addition to possible prosecution.

PARKING: Convenient parking is available to exhibitor and/or Vendor on Maple St. between 4th St., and 5th. St. An exhibitor and/or vendor parking permit will be provided. Vehicles improperly parked or unauthorized vehicles will be towed at owners expense without notification.

CLEANUP: Exhibitor and/or Vendor are asked to place their trash in nearby receptacles provided, and are responsible for cleanup of their area before leaving each night.

INSURANCE: Exhibitor and/or Vendor are responsible for obtaining insurance in such amounts as deemed necessary to comply with obligations herein and for their own protection.

LIABILITY: Exhibitor and/or Vendor must make provisions for the safeguarding of their goods, materials, equipment, display items, and etc.

FOOD: Exhibitor and/or Vendor must adhere to Green River District Health Department requirements. Those requirements can be obtained from their main office at 1600 Breckenridge St., Owensboro, Ky.

SECURITY: General overall security will be provided during operation dates and times of the Dust Bowl Basketball Tournament. The Dust Bowl will not be responsible for any loss, theft, etc.

INDEMNIFICATION: Exhibitor and/or Vendor are responsible for all damage to Kendall-Perkins Park and for any and all claims and demands on account of injury, death, or damage to property occurring in or upon their space or due to the acts of exhibitor and/or vendor, their employees, servants, agents, licensure or contractors. Exhibitor and/or vendor agrees to indemnify and hold harmless the managing entities (Dust Bowl, Inc.) against any/or all liability and claims and demands which may arise in connection with the foregoing undertaking and responsibility of exhibitor and/or vendor.

PERMITS: Exhibitor and/or Vendor must display Dust Bowl exhibitor and/or vendor permit, and Green River District Health Department permit if required.

DISPUTES: Dust Bowl Representative has final say on any disputes. All exhibitor and/or vendor applications, contracts, and spaces must be approved by the Dust Bowl Representative. Dust Bowl Representative reserves the right to make changes as required.

