



**4<sup>th</sup> Annual  
Shawnee Mountain  
Timber & Balloon Festival  
Specialty Vendor (Packaged Goods, Business or One  
Item) Application**

**October 16<sup>th</sup>, 17<sup>th</sup> and 18<sup>th</sup>, 2009  
Rain or Shine**

**Business Name:** \_\_\_\_\_

**Street or PO Box:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Zip:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Nature of Goods to be Sold:** \_\_\_\_\_

The deadline is September 1, 2009. Vendor hereby requests permission to display and sell the products and/or services listed above. Further, the Shawnee Mountain Timber & Balloon Festival (SMTBF) and Ski Shawnee, Inc. (SSI), reserves the right to approve any product/item a vendor may wish to sell or dispense as well as limit the number of concessions selling the same product/item. **DO NOT** bring items to the Festival unless previously approved. On the day of the Festival, our standards committee will be monitoring compliance.

I have read and understand and will abide with Shawnee Mountain Timber & Balloon Festival 2009 general information, procedures, rates and conditions.

By signing this application, I acknowledge that the Festival is subject to various weather conditions and state and federal safety and health regulations. No refund of application fees. Exhibits must remain open until closing.

**Applicant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Please Print Name:** \_\_\_\_\_

The above named has read and understands the general information, procedures and conditions and seeks admission as a concessionaire.

For more information you can call us at 570-421-7231  
or visit our website at [www.shawneemt.com](http://www.shawneemt.com)

## ***SPECIALTY VENDOR SPACE AND COST***

*October 16, 17 and 18, 2009*

\_\_\_\_\_ 12' x 12' spaces @ \$300.00 = \$ \_\_\_\_\_

*ELECTRICITY (15 amp/110 volt only) @ \$50.00 = \$ \_\_\_\_\_*

*(Extension cords and lights not provided.)*

*[Above 15 amps or 110 volts call Jim Tust @ 570-421-7231 ext. 221]*

***TOTAL AMOUNT ENCLOSED = \$ \_\_\_\_\_***

Please complete and return this form along with your payment and Affirmation and Liability Release Form by September 1, 2009. Checks payable to **Ski Shawnee, Inc.**

Mail to: **Shawnee Mountain Timber & Balloon Festival**  
**Shawnee Mountain**  
**PO Box 339**  
**Shawnee on Delaware, PA 18356**

**Pay By Major Credit Card:**

**Visa**    **MasterCard**    **American Express**    **Discover**

**Name As Appears on Card:** \_\_\_\_\_

**Card #:** \_\_\_\_\_ **Exp:** \_\_\_\_ / \_\_\_\_

If you are not accepted for the Festival your payment will be returned by October 9, 2009.

**Tentative Check-In and Set-Up Schedule for 2009**

Thursday, October 15<sup>th</sup> 10am – 7pm  
Day of Festival, Friday, October 16<sup>th</sup> 10am – 2pm  
Vehicles **MUST** be out by 3pm

Number of vehicle passes required \_\_\_\_\_ (Limit 2)

Number of Vendor passes needed for festival \_\_\_\_\_ (Limit 4)

Anticipated date & time of set up of your booth \_\_\_\_\_

*Reminder: This is an outdoor event; be prepared for any type of weather. Tents, canopies and pop-ups must be secured to withstand the weather*

If you are looking for accommodations, there is a KOA camping ground less than a mile from Shawnee Mountain Ski Area, as well as Shawnee Inn, Days Inn (formerly the Shannon Inn) and Fernwood Resort all within 5 miles of event site.

## AFFIRMATION AND LIABILITY RELEASE FOR VENDORS

I, \_\_\_\_\_, hereby affirm that I have been well advised and thoroughly informed of the inherent hazards and policies of the event. I know that by participating in the 2009 **Shawnee Mountain Timber & Balloon Festival**, I am exposing myself to certain known and unknown liabilities in my direct and indirect actions with the public and invitees of this event. I also understand that if I choose to hire help for the event, that I am directly responsible for their actions or injury. I hereby personally assume all risks associated with my voluntary participation in this event for any harm, injury or damage that may befall me or any employee or temporary help, as a result of my participation, whether foreseen or unforeseen.

I understand and agree that Ski Shawnee, Inc. located in Monroe County in the state of Pennsylvania, their members and/or directors and officers may not be held liable in any way for any occurrence in connection with my participation in the 2009 **Shawnee Mountain Timber & Balloon Festival** that may result in injury, death, or other damages to me or my family, heirs, or assigns, and in consideration of being allowed to participate in this event, I hereby personally assume all risks in connection with said event for any harm, injury, or damage that may befall me, including all risks connected therewith, whether foreseen or unforeseen; and further to save and hold harmless said event and persons from any claim by me, or my family, estate, heirs, or assigns arising out of my participation in this event.

I further state that I am of lawful age and legally competent to sign this affirmation and release, or that I have acquired the written consent of my parents or guardians; that I understand the terms herein are contractual and not a mere recital; and that I have signed this document of my own free will.

It is my intention by this instrument affirmed by my signature below to exempt and release **Shawnee Mountain Timber & Balloon Festival** and Ski Shawnee, Inc., their members, directors and officers from all liability whatsoever for personal injury, employer's liability and workers' compensation, property damage or wrongful death arising out of or in the course of my participation in this event.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AFFIRMATION AND RELEASE BY READING IT BEFORE I SIGN IT.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

## **Festival Display Times**

**Friday, October 16<sup>th</sup> 4pm – 10pm**  
**Saturday, October 17<sup>th</sup> 10am – 6pm**  
**Sunday, October 18<sup>th</sup> 10am – 6pm**

## **CONDITIONS FOR 2009**

1. All locations will be assigned by SMTBF. While written location requests will be considered, placement will be at the sole discretion of SMTBF staff. Use of Shawnee Mountain property is strictly limited to assigned location.
2. Exhibitor/Concessionaire parking is provided in designated areas only. With the exception of specified set-up/load-in and break-down/load-out times, vehicles will not be permitted at event site. Vehicles will be removed immediately when asked to be by SMTBF staff.
3. A photograph of the concession set-up and detailed description of products/items to be sold is required with the application before the application can be approved. Any items not listed on the application and approved will not be allowed to be sold during the event. Items will be removed from the concession stand when asked by staff. Failure to abide can result in being asked to leave the festival without a refund.
4. All signs and displays must be of a professionally produced nature. Price of items must be displayed. Hand billing of any kind, without the written consent of SMTBF is prohibited. SMTBF reserves the right, at its sole discretion, to alter or remove any exhibit or merchandise that does not reflect the high standards of SMTBF. Signs and displays deemed offensive or inappropriate may result in exercise of this option.
5. Vendors are required to keep a neat, presentable booth at all times. Tables should be covered. Empty boxes and trash will not be permitted around the booth. This looks unprofessional and sloppy. SMTBF reserves the right, at its sole discretion, to alter or remove any exhibit or merchandise that does not reflect the high standards of SMTBF. Merchandise deemed offensive or inappropriate may result in exercise of this option.
6. It is the sole responsibility of each exhibitor/concessionaire to obtain the applicable and appropriate state and local licenses and permits as well as payment of taxes pertaining to their operation.
7. A limited number of electrical hook-ups will be available (see application). You can also use propane to run your booth during the day. Generators may only be used with SMTBF approval. Vendor agrees to hold Ski Shawnee, Inc. and any officers and/or owners of the aforementioned company harmless for any damage to equipment caused by any malfunction. Exhibits must remain open until closing. SMTBF will provide day and evening security, but concessionaire agrees to hold Ski Shawnee, Inc. harmless for any injury, theft or other loss that may occur to property or person during the load-in/set-up, event, and break-down/load-out of the festival.
8. Concessionaires are not to begin striking their display until Sunday at approximately 6pm. Leaving early makes the festival look in disarray; and concessionaires who leave early will not be invited to participate the following year.