

# TATTOOS, BOOZE, ART, & SHOES™

A COUNTER-CULTURE ART EVENT SERIES

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## BEST END BREWING

### VENDING APPLICATION

Name \_\_\_\_\_  
Business Name \_\_\_\_\_  
TIN \_\_\_\_\_  
Business Street Address \_\_\_\_\_  
StreetAddress \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Business Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_  
Web site, if applicable \_\_\_\_\_  
Business Title: (Circle one) Sole Proprietor / LLC / Corporation / Partnership/Non-profit  
Home Phone \_\_\_\_\_  
Cell Phone \_\_\_\_\_

**Attach a copy of your price list if applicable!**

- For merchandise/art include itemized product list with prices!
- Vendors must supply their complete set-up i.e. tables, chairs, tent, and electric.
- Payment method (Money order / Certified check / Cash/ PAYPAL/ Cash App)
  - Estimated attendance is 750 – 1,000 Tastemakers
- Tattoos, Booze, Art & Shoes is taking place on May 6th, 2022 (10PM-2AM)
  - Location: BEST END BREWING (WEST END)

This application continues with page 2 as the Vendor Agreement, which must be read and signed.

The vendor fees of (\$50- NON-PROFITS/ \$75 - Merchandise/Art)\*(\$ will be deposited as a non-refundable fee.

Payment of fees and receipt of this signed agreement will result in assignment of a Vendor ID and a space rental.

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ART IS LIFE ~ LIFE IS ART ~ LOVE YOUR LIFE ~ LOVE YOUR ART

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### VENDING AGREEMENT

The following signed Vendor Agreement accompanied by the Vendor Application (page 1) and full payment of the application fee by (check /cash/money order/paypal/cash app) must be postmarked no later than MAY 1, 2022. Event site assignments will be made in the order of receipt of application, agreement and full payment of the application fee. Vendors may have an opportunity to make a site selection based on available space; however, we do not guarantee that you will have this opportunity. The Vendor Application, Vendor Agreement and the application fee must be mailed to (THE B-AWARE FOUNDATION, P.O. Box 4912 Atlanta, GA 30302) unless other arrangements have been made with THE B-AWARE FOUNDATION for either hand delivery or pickup or email.

- 1. Authority and Compliance:** Vendor represents to THE B-AWARE FOUNDATION that he/ she is fully authorized to sign for and bind the undersigned agreement. Vendor agrees that Vendor and all persons associated with the Vendor shall comply with all rules, policies and procedures prescribed by THE B-AWARE FOUNDATION as they deem necessary for the efficient, safe and tasteful (non-offensive) conduct of the TBAS event and related activities. Vendor agrees that no part of his or her site will be lewd or pornographic. Vendor agrees that he is in compliance with all licensing requirements of the City of Atlanta, Fulton County and the State of Georgia.
- 2. Promotion and Sale of Merchandise:** Vendor agrees to exhibit and/ or sell only those items listed on Vendor's Application, unless written approval is obtained. THE B-AWARE FOUNDATION reserves the right to approve the vendor's application and choice of items for sale. In the event of an unresolved dispute as to the Vendor's choice of items to sale, the Vendor's Application and Agreement will not be accepted and the application fee will be returned in full.
- 3. Indemnification:** As a condition to being a TBAS Vendor, Vendor agrees to assume full responsibility for Vendor's conduct (which for purposes of this paragraph 3 includes the conduct of all employees, subcontractors, suppliers, guests and customers of the Vendor and any other persons associated or participating in TBAS with the Vendor. Vendor agrees to indemnify and hold harmless THE B-AWARE FOUNDATION therefore, from and against any and all liabilities, claims, damages, losses and expenses (including attorney's fees) incurred or suffered by THE B-AWARE FOUNDATION that are caused by or arise from (a) any negligent act or omission by Vendor, (b) any breach of Vendor's representations; warranties, or obligations herein, (c) any claim by any of Vendor's employees subcontractors, suppliers, guests and customers, or (d) any infringement or violation by Vendor or Vendor's employees subcontractors, suppliers, guests and customers of the rights of others.
- 4. Payment:** Vendor understands that there will be no refund of payments made unless the Vendor Application is not approved.
- 5. Tax & Permits:** Vendor understands that they are responsible for sales and use of tax and shall in no way hold THE B-AWARE FOUNDATION or its representatives responsible for any types of permits other than for the event itself. No vendor shall hold himself out as an agent of THE B-AWARE FOUNDATION.
- 6. Attendance:** THE B-AWARE FOUNDATION makes no representation or guarantees towards actual event attendance.
- 7. Force Majeure:** Vendor understands that THE B-AWARE FOUNDATION has no control over weather, acts of God, acts of terrorism, or governmental intervention, or in any other cause that may prevent, and or interrupt the event, and participants should hold THE B-AWARE FOUNDATION harmless for any losses that could arise from such event.
- 8. Insurance:** Vendor certifies that he/she maintains adequate liability insurance to cover any and all occurrences that may result in the damage or injury of any person who might be a patron within the confines of the vendor's booth space.
- 9. Right of Termination:** If Vendor violates any material term of this Agreement, THE B-AWARE FOUNDATION shall have the right to terminate this Agreement, immediately close Vendor's booth and retain all prior payments by Vendor.

Vendor Name \_\_\_\_\_ BusinessName \_\_\_\_\_

Date \_\_\_\_\_ BusinessTitle \_\_\_\_\_

Signature \_\_\_\_\_ Print \_\_\_\_\_

Signer is authorized to sign on behalf of company.

B-AWARE FOUNDATION Approval \_\_\_\_\_ Vendor ID. \_\_\_\_\_

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