



2024 Christmas at the Highlands

Highlands Sports Complex, 225 McCormick Way, Triadelphia, WV 26003

RETURNING VENDOR APPLICATION

PLEASE complete online or PRINT neatly:

VENDOR'S NAME _____

ADDRESS: _____

CITY _____ **STATE** _____ **ZIP** _____

TELEPHONE NUMBER _____ **Home** ____ **Cell** ____

E-MAIL _____

BUSINESS NAME _____

WEBSITE: _____

NUMBER OF BOOTHS NEEDED _____ (\$185.00 PER 10X10 BOOTH) **TOTAL** _____

*VENDOR MUST PROVIDE OWN TABLES, CHAIRS AND TABLE COVERINGS.

*ALL ITEMS MUST FIT *WITHIN* 10X10 BOOTH SPACE. THERE WILL BE CURTAIN & DRAPE TO SEPARATE EACH BOOTH. EACH VENDOR WILL HAVE A NAME SIGN HANGING ON CURTAIN IN BOOTH.

SAME SPACE AS 2023 _____

I would like to set up next to: _____ (not guaranteed)

ELECTRICITY _____ (\$25.00 EXTRA **PAID BY SEPARATE CHECK**) **TOTAL** _____

*ONLY AVAILABLE FOR VENDORS WHO NEED IT FOR THEIR PRODUCT -- FIRST COME FIRST SERVE.

*VENDOR PROVIDES OWN EXTENSION CORD

TOTAL AMOUNT DUE _____

Checks made payable to: KC PRODUCTIONS LLC

Mail completed application and check to:

KC Productions LLC, 953 National Road #209, Wheeling, WV 26003

Include 3 PHOTOS of ENTIRE booth set up and products you wish to sell to be used in advertising regardless of having previously attended our events.

LIST ALL PRODUCTS YOU WISH TO SELL IN THE SPACE BELOW. ANYTHING NOT LISTED WILL HAVE TO BE REMOVED FROM TABLE AT THE EVENT. YOU ARE NOT GUARANTEED TO BE ABLE TO HAVE ALL ITEMS DUE TO VENDOR DUPLICATIONS. WE WILL CONTACT YOU IN THE UPCOMING WEEKS IN SUCH AN INSTANCE.

Provide a 10 word or less description of your product/service

IS ANYTHING IN YOUR BOOTH SOLD FROM A CATALOG/ONLINE?

EX. LULAROE, Tupperware, Keep it Collective, etc.?

LIST COMPANY _____

MUST HAVE CASH AND CARRY AVAILABLE - EXPECTING 8,000 CUSTOMERS!

Move In:

TRAILERS/BOX TRUCKS

Wednesday October 30, 2024 5:00pm-10:00pm

Thursday October 31, 2024 7:00am-1:00pm

CARS/VANS Thursday October 31, 2024 1:00pm - 8:00pm

Friday November 1, 2024 7:00am - 9:00am

Event Times: Friday November 1, 2024 10:00am - 6:00pm

Saturday November 2, 2024 10:00am - 6:00 pm

Sunday November 3, 2024 10:00am - 3:00 pm

Highlands Sports Complex 225 McCormick Way Triadelphia, WV 26059

2024 CHRISTMAS AT THE HIGHLANDS RETURNING VENDOR SPECIFICATIONS & REQUIREMENTS

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1. SET UP: Vendor agrees to follow set up times and will be fully set up at specified time.
2. TEAR DOWN: Vendor agrees to remain FULLY set up until published closing time for the event. Early tear down will result in forfeiture of future events sponsored by KC Productions LLC.
3. Applications will not be reviewed unless accompanied by images and payment in full. Payment in full is due at time of application for consideration for the event.
4. We anticipate an excellent response to this event. We cannot save any space and cannot assume that any vendor will be returning. Applications are reviewed and accepted until the event is filled.
5. Applicant understands that electricity is available on a limited, first come, first serve basis -- and consideration is only given for vendors needing electricity for displaying their product. Those approved for electricity agree to provide their own e-wire, grounded, heavy-duty type, UL approved extension cord. A multi-port charging center is available for Vendors to use to charge electronics.
6. Vendor agrees to provide their own tables, chairs and table coverings, as well as cart for moving items in and out of the facility.
7. Vendor agrees to only utilize the 10x10 space and not interfere with adjacent vendors or extend into aisles or beyond your clearly marked (skirted), assigned booth space.
8. Only pre-approved items are permitted to be displayed and sold at booth.
9. Vendor may not sublet any portion of their space to another vendor. Vendors may not display or sell other vendors merchandise without prior approval by KC Productions LLC. Vendors may not submit an application on behalf of another vendor or submit an application under an assumed name.
10. Merchandise: KC Productions LLC will determine through its selection process whether merchandise is acceptable. Vendor can display and sell only accepted merchandise as listed on the attached application. All types of merchandise, including commercially produced merchandise and commercial vendors will be considered.
11. KC Productions LLC recommends that each vendor carries Comprehensive General Liability Insurance at their own expense.
12. No radios, televisions, or public address systems permitted in your booth without prior consent of KC Productions LLC. No calling out to customers or selling in the aisles. You must remain in your booth space.
13. No alcohol or smoking/vaping is permitted in or near your booth or in the building at any time.
14. Only service animals as defined by the Americans with Disabilities Act are permitted. Therapy/emotional support animals are not recommended by the ADA.
15. Nothing may be nailed, stapled or otherwise affixed to the walls, curtains, floor or any other part of the facility.
16. Additional storage is available behind the glass walls for vendors to readily access spare merchandise. Storage is at owner's own risk.
17. Vendors must be in compliance with and booth materials must conform to all local fire regulations.
18. Vendor booth must be staffed and open during all hours.
19. Bulk trash must be taken to trash cans available throughout the venue at the close of business each day. Boxes must be broken down in consideration of facility staff. Please keep your booth clean and uncluttered.
20. Vendors are encouraged to contact local hotels/motels early to book a room during the event.
21. KC Productions LLC will not be liable for refunds or any other liabilities whatsoever for the failure to fulfill this contract due to the event being canceled, being before or during the show due to fire or other calamity, or by an act of God, or due to a public health emergency, pandemic, public enemy, strikes, statutes, ordinances or legal authority or any other act beyond the control of KC Productions LLC, which makes it impossible or impractical to hold the event.
22. KC Productions LLC reserves the right to provide the contact information, including names, phone numbers, email addresses, etc., of vendors to customers and/or media.
23. Please know that KC Productions LLC commits a substantial amount of advertising dollars for each event - TV, radio, digital (Facebook & Google), newspapers, road signs, flyers, banners, social media and email blasts.

This contract shall be deemed to have been made in the State of West Virginia and shall be interpreted in accordance with the laws of such state. In the event that legal action is required to enforce this contract or any of the terms thereof, such action shall be brought in the Courts of Ohio County, West Virginia, and the vendor expressly consents the jurisdiction of such courts. The parties agree to accept service of process in such action by ordinary mail sent to their business addresses as set forth in this contract. This cover letter, specifications and requirements, and application/contract (4 pages total) represent the entire agreement between KC Productions LLC and the vendor. Vendor agrees to pay for attorney fees for KC Productions LLC and vendor for any action brought by vendor.

**2024 CHRISTMAS AT THE HIGHLANDS RETURNING VENDOR
TERMS & CONDITIONS - RELEASE & WAIVER**

If accepted, I/we the applicant/s (hereafter the "Vendor") have read this Application and Contract, and Event Specifications and Requirements (listed on the back of the cover letter), and agree to abide by them in full. Vendor further agrees that if Vendor cancels out of the event, Vendor forfeits the entire booth fee. The Vendor also agrees that booth fee is non-transferable. Undersigned Vendor and his/her agent/s or assign/s do expressly, forever and irrevocably release KC Productions, LLC and the Highlands Sports Complex, its officers, managers, employees and agents, (together the "Released Parties") of and from any liabilities, damages, injuries or losses, of any kind or nature, which may arise from the licensing and/or participation by the Vendor in this event. Vendor and its agents, heirs and/or assigns hereby irrevocably agree to indemnify, defend and hold harmless the Released Parties from and against any and all liabilities, damages, injuries, claims, losses and costs (including reasonable attorney's fees) related to or resulting from: (i) Vendor's violation of the Specifications & Requirements and/or the Application and Contract; (ii) personal injury caused to any third party by Vendor and/or Vendor's merchandise and/or by Vendor's agents, employees and/or representatives; (iii) Vendor's participation in this event; (iv) Vendor's use or sale of any items or materials which violate or allegedly violate any copyrights, trademarks, patents or other rights of any third parties (including but not limited to, intellectual property rights); and (v) any violation of or failure to comply with any applicable state, federal or local laws, regulations, statutes, and/or ordinances by Vendor required license(s) and/or permit(s). Vendor agrees that this is not a lease but only allows the Vendor to use the space provided for the duration of the event. If this Application is accepted, Vendor gives permission to KC Productions, LLC, to use Vendor's name and/or company name, address, telephone number, slides submitted and any photographs or videotape taken at the event of Vendor or Vendor's items for any and all purposes. KC Productions LLC, reserves the right to accept or reject any merchandise/service based upon KC Productions LLC's' selection process, at any time, without liability of any kind or nature. Exhibit space not occupied by the opening time on the first day of the event will result in forfeiture of the exhibit space, and the space will be filled with a "wait list" exhibitor. Additionally, this shall be deemed a violation of the Contract and Vendor may be canceled out of future shows at the discretion of KC Productions, LLC, with no refunds. All checks returned for non-sufficient funds (NSF) will be assessed a \$35.00 service fee for each check. Vendor also understands that if Vendor displays items in its booth that were not included and approved when this Application was submitted, Vendor will be required to remove them and/or face expulsion from the event. KC Productions, LLC at its discretion, may change the opening or closing hours of the event each day. Vendor may not display or sell another vendor's merchandise or share their space with another vendor unless approved by KC Productions LLC. Vendor must be open during all event hours. KC Productions, LLC reserves the right to move any event to another site without refund to Vendor. KC Productions, LLC reserves the right to have offenders of any of these Specifications and Requirements and Applications and Contract removed from this event without refund. If KC Productions, LLC voluntarily cancels an event for reasons not outlined, a full refund of booth fees will be returned to the Vendor with no further financial obligation, liability or penalty to KC Productions, LLC. The Specifications and Requirements and the Application and Contract, as well as the Acceptance of the same, shall be deemed to have been made in the State of West Virginia and shall be interpreted in accordance with the laws of such state without regard to conflicts of law provisions of any jurisdiction. In the event that legal action is required to enforce this contract or any of the terms thereof, such action shall be brought in the Courts of Ohio County, West Virginia, and the Vendor expressly and irrevocably consents to the jurisdiction and venue of such courts. The parties agree to accept service of process by ordinary mail sent to their business addresses as set forth herein. This Acceptance, Specifications and Requirements, and Application and Contract (4-pages total) represent the entire agreement between KC Productions, LLC and Vendor with regard to the subject matter hereof and supersede all prior or contemporaneous agreements or understandings, whether written or oral with regard to such subject matter. Vendor agrees to pay for attorney fees for KC Productions, LLC and Vendor for any action brought by Vendor. Acknowledging all of the foregoing terms and provisions and the terms and provisions set forth in the Specifications and Requirements and the Application and Contract (all of which are hereby incorporated by reference and made a part hereof), by affixing its signature below, Vendor hereby agrees to be legally bound by all such terms and provisions. KC Productions LLC reserves the right to change or alter the Specifications and Requirements and the Application and Contract or the terms of this Acceptance at any time, upon notice to Vendor. In consideration of being allowed to use the Highlands Sports Complex facility and participate in this event, I do hereby agree, to the fullest extent permitted by law, as follows: TO WAIVE ALL CLAIMS that they have or may have against the Highlands Sports Complex and KC Productions, LLC, arising out of the vendor's participation in the event or the use of any equipment provided by the facility or KC Productions, LLC. TO RELEASE: the Highlands Sports Complex and KC Productions, LLC, their owners, affiliates, operators, employees, agents and officers from all liability for any loss, damage, injury, death or expense that the vendor (or his/her next of kin) may suffer, arising out of his/her participation in the event and use of the equipment. TO INDEMNIFY the Highlands Sports Complex and KC Productions, LLC, their owners, affiliates, operators, employees, agents and officers from all liability for any loss, damage, injury, death or expense that the vendor (or his/her next of kin) may suffer, arising out of his/her participation in the event and use of the equipment.

Signature _____

Date _____