



Vendor Application and Agreement

easternshoreoutdoorshow.com



February 9 - February 10

4pm-9pm

9am-6pm

Vendor Type	Vendor Fee	Electric Hookup	Vendor Space
Craft	\$300.00 by Dec. 1, After Nov 1 \$350.00	\$25.00	10' by 10' space
Commercial	\$600.00 by Dec. 1, After Nov 1 \$650.00	Inc. (110v outlet)	10' by 20' space
Non- Profit	\$200.00 by Dec. 1, After Nov 1 \$250.00	\$25 (110v outlet)	10' by 10' space

Application Deadline: 1/14/2024

Organization Name _____ Contact _____

Email _____ Phone _____

Address _____

Website _____ Business License Number _____

Description of Item(s) being sold:

Select Vendor Type:

Crafter / \$300.00 / (\$350 after 11/1/24) \$600 Commercial/ (\$650 after 11/1/24) Non profit
\$200 Nonprofit /(\$250 after 11/1/24)

Additional footage: (Each extra linear foot is \$30) _____ ft. x \$30 = \$ _____

Electric service (110v) (\$25.00) \$ _____
(BRING AT LEAST A 100' EXTENSION CORD)

TOTAL DUE \$ _____

Make check payable to: Eastern Shore Outdoor Show

Return payment and form to: Eastern Shore Outdoor Show, P.O. Box 220. Bethel, De 19931

Yes, I have read and understand all information outlined in the Vendor Agreement.

Any modification of this agreement shall be null and void unless said modification is set forth in writing by the said parties. This agreement incorporates all agreements and understandings, either oral and or written, between the parties and has not excluded any term contemplated prior to the signatures of the parties. This agreement has been read, understood and entered into freely, voluntarily and absent of duress by the parties signed below.

Signature of Vendor _____

In order to process this application, the agreement must be signed, dated and returned. Any applications received without the agreement signed will be considered void and will not be processed. No application is complete without payment. The Event Organizer reserves the right to refuse any applicant for any reason with or without cause.

Wicomico County/ Eastern Shore Outdoor Show

Vendor Agreement

Vendor agrees to all terms in this agreement and in the Vendor Application. Any violation by the Vendor gives Wicomico County or the Eastern Shore Outdoor Show, or their authorized agents the right to

- a) Immediately terminate this agreement
- b) Require the Vendor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises; and
- c) Forfeit all fees paid to Wicomico County or Eastern Shore Outdoor Show, to participate in the 2024 Eastern Shore Outdoor Show event

Any change to this agreement must be in writing and signed by Wicomico County or a Eastern Shore Outdoor Show (ESOSS) representative.

1. Wicomico County/ESOS agrees to provide each Vendor of the 2024 with either a 10' x 10' space, 10' x 20' space, or custom sized space at Wicomico Civic Center. Wicomico County/ESOS will provide one table and two chairs per 10x10 booths. The Vendor must provide its 100' extension cord & adapters (if electrical power is requested). If the Vendor fails to claim its reserved space by 2:00pm on Friday, February 9, the organizers may assign or resell the space to another vendor without further notice or refund to the original Vendor.
2. Vendor agrees to obey all rules and instructions given by the Wicomico County/ESOS representative. Failure to strictly adhere to the instructions may result in the immediate termination of this agreement and immediate forfeiture of all fees paid to the organizer.
3. Vendor agrees to obey all directions by ESOS related to protecting the environment and infrastructure of Wicomico Youth & Civic Center (WYCC) and the safety of event patrons. Vendor agrees to compensate WYCC for any damage to the infrastructure of the building or facility caused by Vendor, its agents, equipment, or materials.
4. Vendor agrees to only use the space within its booth and not to extend beyond 3 feet directly in front of its booth for any sales, distribution, or other solicitation by the County participant. Vendor agrees that it is strictly prohibited from "canvassing" or otherwise roaming the facility or its grounds in any effort to promote its booth's purpose.
5. Any amplified sound and loud noise from your booth is prohibited. Additionally, the Vendor agrees that any adult materials must be displayed in compliance with all applicable laws regarding the display of items that may be considered obscene or objectionable for view by minors.
6. ESOS may prohibit the display, advertisement, or other promotion of any business, company, or organization anywhere on the grounds that conflicts with a current Event sponsor, or preferred vendor. Any questions concerning current sponsors or preferred vendors should be directed to the Wicomico County or an ESOS representative before the event.
7. Vendor must not display, offer for view, or sell any illegal items. Vendor must not display, offer for view, or sell any items that are unlicensed or copies/interpretations of licensed or registered items.

8. Vendor must not display, offer for view, take orders for, sell, or solicit for donation any items that are imprinted, emblazoned, or marked in any manner with the words “2024 Eastern Shore Outdoor Show.” Even when printed with other words, Vendors must not offer phrases, logos, or artwork with any variations of these words.
9. Vendors must not sublet their space to anyone.
10. Vendor understands that it is responsible for sales and use tax.
 - You MUST obtain a Maryland Sales Tax number for the purpose of reporting sales tax collected to the State of Maryland and you must obtain a Wicomico County Independent Business License from the Clerk of the Circuit Court for Wicomico County.
 - The sales tax number can be obtained at no charge on-line at www.marylandtaxes.com. If you need a copy of a sales tax number that you currently have, a copy can be obtained by calling 410-974-5534.
 - After you get the sales tax number, you MUST obtain your business license at least 7 days before the festival. You should contact the Clerk of the Circuit Court Office for Wicomico County at 410-543-1427.
 - Exception: If you receive less than 10% of your annual gross income from your sales at this event AND you have not participated in more than 3 events in the past year, you DO NOT have to obtain a Maryland Sales Tax Number.
11. ESOS/Wicomico County and its representatives are not responsible for any Vendor permits. Vendor is responsible for the acts of (and all costs associated with) all its employees and volunteers. A Vendor must not hold itself out as an agent of ESOS.
12. Cancellations / Refund Policy / No Shows: A 75% refund will be given upon a written request received by Jan 15, 2024 only if the space can be filled from the ESOS waiting list. No refunds will be given for any request received after January 15, 2024.
13. ESOS will provide limited overnight security at the Civic Center site on Thursday, February 8th at 7:00pm; Friday, February 9 at 9:00pm; and Saturday, February 10 at 9:00pm, but the ESOS accepts no responsibility for items left overnight. Vendors assume the risk of loss for all items in their booth at all times.
14. ESOS makes no representation or guarantees about actual events attendance.
15. Vendor understands that the ESOS/Wicomico County has no control over weather, acts of God, acts of terrorism, or governmental intervention, or anything else that may prevent, alter, or interrupt the festival weekend. Participants release the ESOS/Wicomico County for any losses caused by these events. As a rain-or-shine event, no refunds will be given due to inclement weather.
16. ESOS has complete discretion in locating all Vendor booths, irrespective of the Vendor’s request. ESOS makes no representation and does not guarantee any volume of “foot-traffic” of festival guests in any area of the grounds. ESOS cannot speculate upon or control the popularity of one area of the festival over the other.
17. Upon vacating its booth space, Vendor must dispose of all trash in appropriate containers and ensure that the booth space is free of trash and in the same condition as it was before Vendor’s occupation. Failure of the Vendors to clean their booth site may result in the future denial of Vendor participation. Vendor will have access to the grounds until 12:00pm on February 11, 2024 to clean up and remove all materials from their location.
18. Vendor certifies that it maintains adequate liability insurance to cover all occurrences which may result in the damage or injury to anyone in Vendor participant’s booth space. A certificate of liability insurance naming the Wicomico County and Eastern Shore Outdoor Show as additional named insured is also required.

19. Signs, banners, tents, and similar items must be made of a fire-retardant material. Proof of a fire-retardant rating must be made available to the Wicomico County Fire Marshal upon request. Failure to have this information will result in the immediate closure of the Vendor's operation until the information is provided. Vendor waives any claim for losses or damages against the ESOS caused by the failure to have this information.
20. Vendor agrees to indemnify the Wicomico County and ESOS, including their officers, agents, and employees, from all liability arising out of the Vendor's participation in the festival. This obligation of indemnification applies to any negligent conduct, whether active or passive, including acts or omissions of Vendor's agents or employ.
21. Grounds will open for move-in on Friday, Feb. 9 from 8 a.m.-3 p.m. All vehicles must be out of the building by 2 p.m. on Friday.
22. Unless given prior approval by ESOS, vendor agrees to have their booth space cleared and grounds vacated by 9 p.m. on Saturday, Feb. 10.