

Terms & Conditions

1. **Booth Size & Placement:** Booth sizes are 10 feet by 10 feet. Vendors may purchase no more than two booth spaces. Vendors must provide their own tent, booth, tables, chairs, and signage. Tents must be weighted down with 30 lb. weights. Vendor locations will be assigned by CLBVE Entertainment (CLBVE) and will be available prior to the event. We reserve the right to relocate a vendor when necessary, even after space has been assigned. In addition, the Berwyn Development Corporation (BDC) and CLBVE reserves the right to turn down and limit the number of vendors based on the nature of the services or products sold.
2. **Exclusivity:** CLBVE and the BDC do not grant or ensure the exclusive right of any vendor to offer for sale any specific item(s) and reserves the right to disallow the sale of any items or services for any reason at CLBVE's and the BDC's full discretion.
3. **Electrical Requirements:** Electricity will not be provided. No generators will be allowed.
4. **Set Up & Tear Down:** Each vendor is responsible for setup, tear down, and cleanup of booth space. Setup time begins at 2:00 p.m. and must be completed by 5:00 p.m. on Friday, September 11, 2009. For the safety of the visitors, you will not be allowed to use any motorized vehicle on the premises after 5:00 p.m. Tear down will take place after Oktoberfest ends at 11:00 p.m. on September 12, 2009. Trash containers and centralized dumpsters will be available.
6. **Releases:** Vendor releases and discharges, covenants not to sue, and agrees to indemnify CLBVE, the BDC, and the City of Berwyn, and their officers, employees, agents, representatives, and volunteers from any and all known or unknown damages, injuries, losses, judgements, and/or claims from any cases whatsoever that arise in any way from the Event or this Application/Agreement, including attorneys' fees and costs incurred by the indemnified parties.
7. **Violation by Vendor of any terms in this agreement or any specific event rules as set forth by CLBVE Entertainment and the Berwyn Development Corporation will render this contract void. Upon such violation, CLBVE Entertainment or the Berwyn Development Corporation may, at its discretion, require Vendor to immediately cease operation at the event, and, within a reasonable period of time, remove all items and equipment, without reimbursement of any expenses or fees paid by Vendor**
8. CLBVE and the BDC offers no guarantees or warranties of any kind. The Festival occurs rain or shine. No refunds or rain checks will be given. There will be no refunds whatsoever if any unforeseen acts of God, terrorism, or war result in the cancellation of the event.
9. Vendor must return this Application/Agreement to CLBVE on/or before Monday, August 24th, 2009. No applications will be accepted after this date.

