



2010 Foothills Fall Festival
October 8-10, 2010
Adventure Land
Community Stage Rules and Regulations

Dear Prospective Participant,

Thank you for your interest in the Foothills Fall Festival Adventure Land Community Stage. We are looking forward to a great year of new and exciting elements. We hope that you will be part of our celebration.

Information on our event is included in the following. This is the application process for performing on the Community Stage in the Discovery area of Adventure Land. Completing this application does not guarantee acceptance. If you have additional questions, please do not hesitate to contact us.

We look forward to receiving your application and hope that you will be able to join us for this award winning event. If you have any questions, please do not hesitate to call us at the number listed on the application.

It is all about fun,
Patti Clevenger
Foothills Fall Festival
Adventure Land Coordinator

1. All groups performing on the Community Stage must have a Certificate of Insurance (COI) naming the City of Maryville, Foothills Fall Festival as additional insured. Attached is a sample.
2. At the time of the performance Participant Release of Liability forms for each performer must be given to the Stage Manager.
3. Performing groups may not let other groups use their time slot.
4. Participants may not charge a fee or admission.
5. No items, including food, may be sold.
6. There will be no solicitation and/or handing out materials. No performance may have a religious/evangelistic or political message.
7. All vehicles must be out of the children's area one hour before each day's opening. Vehicles may not travel through the area during the festival hours. This includes golf carts, etc.
8. The selection committee will notify applicants of acceptance or non-acceptance by August 13.
9. All performances must be suitable for children. We reserve the right to remove any entrant not complying with these rules and regulations.
10. The Foothills Fall Festival cannot be held liable or responsible for loss or damage or injury to a person participating in the event. The committee cannot be responsible for weather damage.
11. Application form, Acceptance of Rules and Regulations and Hold Harmless Agreement and Agreement to Terms and Conditions must be returned by August 6 in order to be considered for participation. Incomplete application packets will not be considered.
12. Performers will **not** have a dressing area on site. The Foothills Fall Festival will provide microphones, CD player, sound engineer for performing groups.

CALENDAR FOR 2010:

August 2	Performance Packets Available
August 6	Priority Application Deadline
August 13	Priority Application Notification of Acceptance/Non-acceptance
August 13	School Groups Application Deadline
August 20	School Groups Application Notification of Acceptance/ Non – acceptance
October 6-9	Set-up
October 8-10	Foothills Fall Festival



**2010 Foothills Fall Festival
 October 8-10, 2010
 Adventure Land
 Community Stage Performance Application
 Priority Application Deadline: August 6
 School Groups Application Deadline: August 13**

Please complete the blue shaded sections. Please write legibly!			
Organization Name		Contact Person	
Mailing Address		Email Address	
City	State	Zip	Home Phone Number
Work Phone Number		Cell Phone Number	Fax Number
Please describe the performance, including length:			
Time needed/length of performance:		Available Days and Times	We are willing to perform multiple times/days: <input type="checkbox"/> Yes <input type="checkbox"/> No
Space needed			
<p><u>If you are selected to participate:</u></p> <ul style="list-style-type: none"> The event will be held rain or shine. There will be NO CHARGE for festival attendees to view any performance. No items, including food, may be sold There will be no solicitation and/or handing out materials. No performance may have a religious/evangelistic or political message. 			
Location	Operating Hours	Location	Operating Hours
Adventure Land	Friday 12 – 7 Saturday 10 – 7 Sunday 12 – 6	Community Stage in Discovery Adventure Land	Friday 12:30-6:30 Saturday 10:30-6:30 Sunday 12:30-5:30
Please do not mail this application without including the following:		Mail To:	
<input type="checkbox"/> Completed two page application (signed and dated)		Patti Clevenger Adventure Land Discovery Stage Performance 1811 Westcliff Drive Maryville, TN 37803	
<input type="checkbox"/> Certificate of Insurance with Additional Insured named as City of Maryville.		Deadline to Apply (Postmarked By): August 6, 2010 Priority Applications August 13, 2010 School Group Applications	
<input type="checkbox"/> Participant Release of Liability-Community Stage in Discovery Adventure Land. Please make copies for each participant.		For more information, please contact Patti Clevenger, Adventure Land Coordinator 865-273-3446 clevengep@ci.maryville.tn.us	
<input type="checkbox"/> Please keep a copy of this			

packet for your records.

HOLD HARMLESS AGREEMENT AND AGREEMENT TO TERMS AND CONDITIONS

The undersigned hereby releases and agrees to indemnify and hold harmless the City of Maryville, its employees, agents and assigns, the Foothills Fall Festival Committee, and the Participants for the same regarding any and all liability for damages or injuries to persons or property which the undersigned, his or her agents or employees may sustain while participating in the Foothills Fall Festival or any events leading up to the Foothills Fall Festival or related to the Foothills Fall Festival except where such damages or injuries result from the gross negligence of the City of Maryville. Such indemnification shall include reasonable attorney's fees and costs.

I have read the application packet and agree to abide the rules or regulations of the Foothills Fall Festival as set forth herein and to be subject to the penalties provided for failure to comply.

I understand that the Foothills Fall Festival and the City of Maryville reserves all rights to refuse participation based on Event guidelines. If these guidelines are not upheld and if I fail to comply timely with any of these rules or regulations I may be barred from participating in the Foothills Fall Festival for both this year and for future years and that I may be subject to any fines or penalties set forth in this document.

I also hereby consent and authorize the Foothills Fall Festival to use film, video, sound recordings, and/or photography and written or verbal information supplied by me for the purpose of publicity and/or promotion and/or advertising. No claim of any nature arising out of, or connected with, said photography, publicity, promotion or advertising will be made by me, my survivors, or assigns.

The duplication or use of any trademarks or logos belonging to the Foothills Fall Festival is strictly prohibited.

I have read and agree to all the regulations stated above and in consideration of applying for the Foothills Foothills Fall Festival agree to be contractually bound to the same.

I understand that if litigation is necessary to enforce the terms of this contract that the City of Maryville shall be entitled to recover from me its reasonable attorney's fees and litigation costs.

Company Name *(Please Print)*

By *(Signature)* **Date**

Its *(Owner, Operator, etc.)*

Performers Indemnity Agreement

The page must be signed by all group members. If additional spaces are needed, copy this page.

RELEASE

The undersigned hereby grants to the City of Maryville Foothills Fall Festival, without additional compensation therefore, the right to use and license others to use the undersigned's names, portrait, picture, likeness, voice and biographical material in any and all media and in any and all forms, solely to publicize and otherwise promote the Festival, but not as an endorsement of any other product, commodity or service.

INDEMNIFICATION

The undersigned agrees to defend, indemnify and hold harmless The City of Maryville / Foothills Fall Festival, its agents, representatives, employees, officers and directors from all damages including attorneys' fees and litigation expenses (specifically including The City of Maryville attorneys' fees and litigation expenses reasonably necessary to successfully enforce this indemnification provision against the undersigned), resulting from or relating to any claims, actions, suits or proceedings in law, equity, or otherwise whether in negligence, tort, contract or otherwise asserted against The City of Maryville / Foothills Fall Festival, its agents, representatives, employees, officers, and directors, which arise out of or result from the undersigned's performance, sales, marketing or any activities on The City of Maryville / Foothills Fall Festival premises or scheduled performances of the undersigned.

The undersigned parties agree to the above Indemnity and Rights of Privacy agreements.

If under 18 years old, I certify that I am the parent, or legal guardian, of the below named minor and by my signature, agree to the terms of the above release.

Name (please print) Parent or Guardian Name Signature Date
(If under 18, parent or legal guardian signature required.)

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(If under 18, parent or legal guardian signature required.)

PRODUCER XYZ Insurance, Inc. (INCLUDING AGENTS NAME) 123 Must Have Dr. Phone:123-555-1212 (ALL THESE WILL BE CALLED)		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED John Doe DBA Great Foods, Inc. 123 We Will Check It Lane Anywhere, TN 12345		INSURERS AFFORDING COVERAGE INSURER A: Travelers-(I will call all of these to verify) INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		No out of date policies and no binders will be accepted		EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (P&R person) \$ BODILY INJURY (P&R accident) \$ PROPERTY DAMAGE (P&R accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STAT- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 City of Maryville is added by endorsement as additional insured as respects to the Foothills Fall Festival, 10/13/06-10/15/06
 THE ABOVE MUST BE DONE BY THE INSURANCE COMPANY ON EACH CERTIFICATE AND THE CITY ENDORSED ON EACH POLICY.

CERTIFICATE HOLDER City of Maryville c/o Leland Blackwood-Risk Manager 404 West Broadway Maryville, Tn 37801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE John H. Smith
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.