

### 2024 WCAC Vendor Application

**PLEASE NOTE:** This is an application between you, the artist, and the Washington County Arts Council (WCAC). The City of Hagerstown **Holiday Pop-Up Shop** vendor application has already been approved. WCAC applied and is offering this opportunity to one artist for the December 14, 2024 activity.

## **Complete and return by November 30, 2024**

### Holiday Pop-Up Shop

Washington County Arts Council

34 S Potomac Street, Ste 100, Hagerstown, MD 21740

Or email [gallerymanager@washingtoncountyarts.com](mailto:gallerymanager@washingtoncountyarts.com)

Artist Name: \_\_\_\_\_

Artist Tax #: or Soc. Sec. # \_\_\_\_\_

*(Enter only if selling during the 2024 Handmade Hagerstown Holiday Market)*

Artist Address (INCLUDE CITY, State and Zip):

\_\_\_\_\_  
\_\_\_\_\_

Artist Cell: (Mobile to be used during **Holiday Pop-Up Shop**)

( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Artist E-mail \_\_\_\_\_

The **Holiday Pop-Up Shop** is scheduled from 11:00 am to 5:00 pm; set up is between 10:00 am and 10:45 am.

- Limited electricity is available to vendors/artists on the event site. Artists will need applicable cords and/or electrical strips (WCAC will provide an extension cord). Artist must notify The Washington County Arts Council if electricity is needed.
- Do you require electricity?     Yes     No  
If so, # amps \_\_\_\_\_ and # of volts \_\_\_\_\_

Please list the needs for electric:

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**PLEASE NOTE THAT THERE IS ONLY ONE EXTENSION CORD TO USE. YOU MUST PROVIDE APPROPRIATE CORDS/STRIPS TO HOOK UP TO THE EXTENSION CORD. YOU SHOULD PLAN ON A 10 TO 20 FEET REACH TO POWER.**

Will you use fuel for any purpose?     Yes     No  
If yes, for what purpose? \_\_\_\_\_

And please specify exact fuel type and describe the fuel storage/dispensing container:

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Size of artist space is contingent on type of activity.

- Only one (1) artist/vendor – chosen by a committee based on the items presented and how well they fit the theme of “Holiday Pop-Up Shop”.
- **The selling of alcoholic beverages is not permitted.**
- WCAC will provide a table and chairs. The artist is responsible for set up at the beginning of the event and then break down/clean up at the conclusion of the event.

**PLEASE CHECK ALL THAT APPLY:**

**Display and Sale of Art** - List of products you wish to sell: \_\_\_\_\_

\_\_\_\_\_

Artists displaying and selling work will be provided with a 10' x 10' vendor space.

**Art Demonstration** – List details of demonstration: \_\_\_\_\_

\_\_\_\_\_

What space accommodations will you require? \_\_\_\_\_

\_\_\_\_\_

**Children's Activity** - List activities: \_\_\_\_\_

\_\_\_\_\_

What space accommodations will you require? \_\_\_\_\_

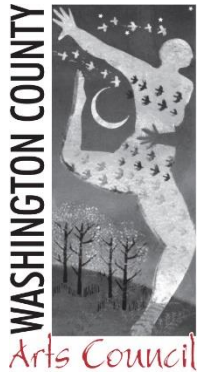
**ALL MATERIALS AND ALL SUPPLIES MUST BE PROVIDED BY THE ARTIST.**

**IF SELECTED TO PARTICIPATE IN Holiday Pop-Up Shop ON Saturday, December 14, 2024, an artist registration fee of \$25, in the form of a check, will be required to hold the artist space. The check will be returned on the day of the event to the artist who staffs the vendor space.**

**Make checks payable to Washington County Arts Council**

Mail to Washington County Arts Council, 34 S Potomac Street, Ste 100, Hagerstown, MD 21740

**ALL ARTISTS WILL BE REQUIRED TO SIGN A HOLD HARMLESS AGREEMENT WITH WCAC (Attached).**



**The Washington County Arts Council**

**HOLD HARMLESS AGREEMENT**

**Lessee/User (Artist):** \_\_\_\_\_

**Event/Use:** Holiday Pop-Up Shop, Saturday, December 14, 2024

**Location:** 60 W Washington Street, Building next to University Plaza, Hagerstown, MD

**Date(s) of Use:** December 14, 2024

**IMPORTANT: PLEASE READ CAREFULLY BEFORE SIGNING THIS DOCUMENT.**

This **Release and Waiver of Liability** (the “Release”) is executed on this day of 2024, by a participant who has attained the age of majority (the “Participant”), in favor of the City of Hagerstown, a municipal corporation formed under the laws of Maryland, as well as its agents, servants, employees, volunteers, insurers, successors and assigns, collectively or individually, (collectively, the “City”) and the Washington County Arts Council, Inc. (collectively, “WCAC”). The Participant desires to participate in the Holiday Pop-Up Shop on Saturday, December 14, 2024, hereinafter referred to as the “Activity”

Participant affirms that s/he is in good health and capable of undertaking the activities for which this Release is being granted. The Participant does hereby freely, voluntarily and without duress execute this Release under the following terms:

1. **Waiver and Release.** In consideration of being permitted to attend the Activity, Participant agrees to release and forever discharge and hold harmless the City and WCAC from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant’s participation in the Activity.
2. Participant acknowledges that this Release forever discharges City and WCAC from any and all liability, claim or cause of action that the Participant may have against City and WCAC with respect to any bodily injury, personal injury, illness (including but not limited to COVID-19), loss, death, or damage to personal property which may result directly or indirectly from Participant’s participation in the Activity.
3. **Medical Treatment.** Participant does hereby release and forever discharge City and WCAC from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, medical care or service rendered in connection with the Participant’s participation in of the Activity.
4. **Assumption of Risk.** The Participant acknowledges that participating in the Activity may include activities that may be hazardous to the Participant. Participant hereby expressly and specifically assumes the risk of injury or harm in these activities and releases City and WCAC from any and all liability for injury, illness, death, or property damage resulting from the Participant’s activities relating to the Activity.
5. **Insurance.** The Participant acknowledges that City and WCAC do not carry or maintain health, medical or disability insurance coverage for any Participant. EACH PARTICIPANT IS ENCOURAGED TO OBTAIN HIS OR HER OWN MEDICAL AND/OR HEALTH INSURANCE COVERAGE BEFORE PARTICIPATING IN THE ACTIVITY.

6. **Rules and Regulations.** Participant agrees to abide by all applicable City, WCAC, and/or Activity Rules and Regulations. Failure to do so will be grounds for immediate expulsion from the Activity without refund of any fee paid by the Participant.
7. WCAC does not insure the Participant's artwork or other products featured at the 2024 Handmade Holiday Market whether off WCAC premises and/or while in transit. The Participant explicitly agrees to participate at their own risk to their artworks/products and will not be reimbursed for damages to their artworks/products.
8. **Other.** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted under the laws of the State of Maryland and this Release shall be governed by and interpreted in accordance with the laws of the State of Maryland (without regard to its conflicts of laws principles). Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be in full force and effect. The Lessee/User (Artist) agrees that it shall indemnify the City of Hagerstown and the Washington County Arts Council and hold harmless indemnify the City of Hagerstown and the Washington County Arts Council against any and all fines, suits, claims, demands, expenses, actions, losses, alleged losses, or liabilities of whatsoever nature or kind incurred either directly or indirectly either in law or equity, paid, suffered or incurred as a result of the acts, activities, or omissions of the Lessee/User, its agents, servants, or employees, due to the operation and use of the premises. It is further agreed that the Lessee/User shall in addition to holding the City of Hagerstown and the Washington County Arts Council harmless from any and all liabilities or damage or injury to both persons and property, occurring as a result of the use of said premises, shall defend the City of Hagerstown and the Washington County Arts Council at Lessee's/User's (Artist's) expense against any and all claims, suits, demands, of whatsoever nature or kind.
9. **Effective Date.** This Release shall be effective immediately upon execution and shall apply to any and all activities occurring at the Activity.

**IN WITNESS WHEREOF, Participant has read and understood this Release and all of its terms and conditions and has executed this Release as of the day and year first above written.**

\_\_\_\_\_   
 Lessee/User (Artist)

Witness: \_\_\_\_\_

Signature -----

Street \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Date: \_\_\_\_\_

Return to: Washington County Arts Council  
34 South Potomac Street, Ste 100  
Hagerstown, MD 21740