

1st Annual Heritage Homecoming Festival

Vendor Rental Application / Contract

We, the undersigned, do hereby submit our application for the reservation of display space as an exhibitor / vendor in the above **1st Annual Heritage Homecoming Festival**, subject to the conditions and regulations governing the festival, as detailed on the reverse side, including, but not limited to, the terms set forth within this document. A photograph or list of all merchandise displayed must accompany this application / contract. Non compliance will subject exhibit to removal from festival. We agree to adhere to all festival rules and regulations, INCLUDING COMPLYING WITH THE PROVISIONS OF LIABILITY. Enclosed is our check, made payable to **Town of Oak Grove**, in the amount designated below as payment for the reservation of booth/space in our name.

COMPANY _____ DATE _____

NAME OF PERSON IN CHARGE OF APPLICANT'S EXHIBIT ARRANGEMENT _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE # () _____ FAX# () _____

EMAIL ADDRESS _____ WEB ADDRESS _____

AUTHORIZED (signature) _____ TITLE _____

PRODUCTS TO BE SOLD AT THE FESTIVAL: **(NO ITEMS CAN BE SOLD WHICH ARE NOT LISTED HEREIN.) Attach photos or list**
(There are restrictions on type and number of food vendors. Please call or email if you want to sell food).

PAYMENT TERMS: Once application and check are received and approved, you will be notified. Any vendors failing to utilize their reserved space without giving at least 10 days notice in writing to the Town of Oak Grove will automatically forfeit all monies. **SUBLEASING OF SPACE IS ABSOLUTELY PROHIBITED, NO EXCEPTIONS.**

BOOTH SIZE: 10 x 10 w/o electricity _____	COST: <u>\$15.00</u>
10 x 10 w/electricity _____	<u>\$25.00</u>
10 x 20 w/o electricity _____	<u>\$30.00</u>
10x20 w/electricity _____	<u>\$50.00</u>
Other: _____	<u>Call for pricing</u>

BOOTH SPACE ASSIGNMENT: Festival management will cooperate with exhibitors in providing the best possible location for displays, based on early reservations of booth space. Space will not be held after close of set-up. TOWN OF OAK GROVE 1ST ANNUAL HERITAGE HOMECOMING FESTIVAL, rules and regulations printed on the reverse side hereof form a part of this agreement. Town of Oak Grove hereby notifies Vendor of said rules and regulations and urges Vendor to read them before signing this agreement. Vendor acknowledges that it has read said rules and regulations, understands and is satisfied with them, and will comply with them. This agreement represents the full and final agreement and understandings of the parties and shall bind and inure to the benefit of their respective heirs. **Vendor may not, however, assign, sub-contract or delegate its right hereunder without the prior consent of Town of Oak Grove.** The license granted in this agreement refers only to Vendor's permission to sell or display products at the festival described above. Payment of booth includes a one day event license if no other sells occur in the Town of Oak Grove. This agreement does not refer to any licensing requirements of the County, State. In witness whereof, Vendor hereby signs and submits this agreement along with deposit on the date indicated below.

SIGNED _____

DATE _____

This section to be completed by Festival Management

ACCEPTED & AGREED _____

FESTIVAL DATE Saturday, May 22, 2010

BOOTH NUMBER _____

Please complete contract and return to: **TOWN OF OAK GROVE: 2364 Forest Glen Road, Oak Grove, Alabama 35150**

General Rules and Regulations

IMPORTANT: This information covers the basic rules as they apply to all of the **TOWN OF OAK GROVE 1ST ANNUAL HERITAGE HOMECOMING FESTIVAL** events. Please avoid problems.
READ THESE RULES CAREFULLY.

CONTRACTING EXHIBIT SPACE: All contracts for exhibit space will not be confirmed until payment of the total cost has been received.

EXHIBIT REQUIREMENTS: All booth arrangements shall conform in all respects to the dimensions and height requirements as specified by Town of Oak Grove. Booth height shall not exceed 8' from the ground; booth size cannot exceed the space size contracted. Exhibits shall be arranged so as not to obstruct the general view or access to surrounding displays, aisles, or public space within the exhibit area. Exhibit must remain intact until the scheduled conclusion of the festival.

FIRE REGULATIONS: All exhibitors must comply with the ordinances and regulations contained in the National Fire Prevention Code. All fabrics or other materials used for decoration or covering of tables, walls, and risers shall be flameproof. Lanterns and candles are not permitted to be lit.

SOUND: Exhibitors operating sound motion picture equipment, record players, radios, loudspeakers, PA systems or any other noise-generating devices, shall do so only at a level which will not interfere with other exhibitors or add unduly to the general acoustic inconvenience.

LIGHTING: Spotlights and floodlights must be located in such a way as not to distract or annoy others. Revolving or rotating lights may be turned on only while being demonstrated. **EXHIBITORS ARE PROHIBITED FROM PLUGGING INTO ELECTRICAL OUTLETS WITHOUT PRIOR APPROVAL. CUSTOM BUILT DISPLAY CASES CONTAINING LIGHTING WILL BE CONNECTED FOR THE OUTLET CHARGE IF IN ACCORDANCE WITH APPLICABLE CODES.**

DEMONSTRATIONS: No demonstrations or solicitations shall be permitted outside of the exhibitor's assigned space. No signs or placards may be displayed on persons or otherwise outside exhibit space. Distribution by the exhibitors of any printed matter, samples, or other articles shall be restricted to within the confines of the exhibitor's booth. Exhibitors shall not have or operate any display or exhibit that is the source of objectionable noises, odors, decorations, or other aspects which are considered by Town of Oak Grove to be obscene or objectionable, including signs, lights, and costuming of exhibit personnel.

SELLING RESTRICTIONS: No sale of merchandise, i.e., pictures, t-shirts, programs, calendars, comic books, patches, emblems, etc., concerning feature attractions, celebrities or related movies, television festivals, and associates is permitted. A comprehensive list of items to be sold must be submitted with application. The Town of Oak Grove reserves the right to determine all materials sold. Exhibitors must honor all building concession rights.

LIVE ANIMALS: No animals of any kind are permitted without written approval from the Town OF Oak Grove at least two (2) weeks prior to set-up.

CANCELLATION: All cancellations of contracted space must be received in writing ten (10) days prior to schedule set-up date of event. Cancellations received less than ten (10) days prior to set-up date will result in the forfeit of all monies.

SUB-CONTRACTING SPACE: Absolutely no sub-contracting of booth space is permitted.

SECURITY: Exhibitor is responsible for their products. It is highly recommended you remove any products not securely fastened to your display when your exhibit is not occupied.

TRADEMARKS: Certain trademarks and copyrights are the property of **TOWN OF OAK GROVE 1ST ANNUAL HERITAGE HOMECOMING FESTIVAL**, or its divisions and/or partners and cannot be reproduced in any manner or any merchandise, souvenir items or apparel by anyone other than **TOWN OF OAK GROVE 1ST ANNUAL HERITAGE HOMECOMING FESTIVAL**, or its division. The use of the terms 'OFFICIAL, ANNUAL, OFFICIAL SOUVENIR, OR COMMEMORATIVE' with items sold at the festival is strictly forbidden without prior written approval from Town of Oak Grove.

MOVE-OUT: Move-out begins after the festival closes between 4:00 and 5:00 pm or after Three on a String performance on Saturday night. No one will be allowed to tear down until that time.

COMPLIANCE: The exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations, and codes of duly authorized local, state and federal governing bodies concerning fire, safety, health, together with the rules and regulations of the Town of Oak Grove wherein the Festival is held.

LIABILITY: Neither **TOWN OF OAK GROVE 1ST ANNUAL HERITAGE HOMECOMING FESTIVAL** its divisions, partners, affiliates, sponsors, their officers, agents, employees, their families, and other representatives shall be held liable for, and the same are hereby released from accountability for any damage, loss, harm, or injury to the person(s) or property of the applicant or any of the officers, affiliates, sponsors, agents, employees, their families, and other representatives, resulting from theft, fire, water, accident, terrorist attack or act of war or any other cause. The festival management will cooperate with exhibitors and vendors in providing the best possible locations for displays based on early reservations of space and compatibility with the master floor plan, however, you must cooperate with the final decision of the festival management.

**BOOTH APPLICATION, RELEASE, AND INDEMNIFICATION AGREEMENT
APPLICATION AND RELEASE**

A. In consideration for being permitted to use the booth/display facilities of the Town of Oak Grove,

(insert name/address of person/entity seeking permission to use facilities hereinafter "Applicant") agrees to indemnify and hold harmless the Town of Oak Grove and its officers, employees, insurers, and AMIC Insurance Programs, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kinds whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, and demands result from the act, omission, negligence, or other faulty on the part of the town of Oak Grove or its officers, or its employees, or from any other cause whatsoever.

B. By signing below, Applicant agrees that, in the event of any damage, loss or injury to the facilities or to any property or equipment therein, the Town of Oak Grove may deduct from the damage deposit the full amount of such damage, loss, or injury. Applicant further agrees that, if such damage, loss, or injury exceeds the amount of the damage deposit, Applicant will within thirty (30) days of billing reimburse the Town of Oak Grove for all costs associated therewith upon billing by the Town of Oak Grove.

C. In addition, in consideration for being permitted to use the facilities, Applicant, on behalf of itself, and its officers, employees, members, and invitees, hereby expressly exempts and releases the Town of Oak Grove, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the Town of Oak Grove, its officers, or its employees, or from any other cause whatsoever.

Applicant's Signature:

Date: _____

Telephone: _____

Oak Grove Authorized Signature:

Date: _____