

# 2023 BLOOMIN' FEST™

## Vendor Rules & Regulations

For purposes of this agreement, all references to the 2023 Bloomin' Fest™ presented in partnership with the City of Austell and Ricketts Rhodes Events, are listed as Bloomin' Fest™. The following rules and regulations established by Bloomin' Fest™ management team apply to all exhibitors/vendors. Approval for variances to these rules and regulations may be granted by the Bloomin' Fest™ program manager, in writing and at the sole discretion of Bloomin' Fest™ management. Exhibitors must submit requests in writing or via email, at least 10 days prior to the event start date. Email requests to [hello@rickettsrhodes.com](mailto:hello@rickettsrhodes.com). Please keep in mind that an approved variance is the exception to the rule, not a right. Factors to be considered include but are not limited to the likelihood that a variance may adversely affect neighboring exhibits, aisle traffic or general character of the 2023 Bloomin' Fest™.

**Application Contract** - Each exhibitor must execute a contract of which these Rules and Regulations are a part, for the right to use the space assigned. Signing the contract means you have accepted and agree to comply with all the Rules and Regulations. The Bloomin' Fest™ management has the right to deny any application. Monies for any application that is not approved will be returned to the contact listed on the application. Applications submitted without payment will not be processed and no space will be reserved. A service charge of \$35 will be imposed on any insufficient funds. The Bloomin' Fest™ management will pursue all legal and civil avenues allowable by law to collect the debt.

**Payment & Cancellation and Refund Policy** - Full payment is due with a signed application to reserve space. No Refund will be issued in the event of natural disasters or other unavoidable circumstances rendering it impossible or impractical for Bloomin' Fest™ to take place. In the event of a natural disaster or other unavoidable circumstances, the organizers will reschedule the event to Sunday, June 18, 2023. If the event is rescheduled, Exhibitors will have a choice to participate and will receive a confirmed space within the rescheduled event. Exhibitor waives any claim for damages or compensation for cancellation.

**Rain Date** - In the event of a torrent of rain, flooding in the park, natural disaster or other unavoidable circumstances, the event will be rescheduled, one (1) time only, to Sunday June 18, 2023. Exhibitor will have a choice to participate and will receive a confirmed space within the rescheduled event. Exhibitor waives any claim for damages or compensation.

**Installation & Dismantling of Exhibits** - All installation and setup of exhibits will be scheduled for 8:00 a.m. - 10:30 a.m. on Saturday, April 29, 2023. All exhibits must be fully operational by 11:00 a.m. Any booths sampling or selling open food & beverages must be prepared for an inspection by the Austell Fire Department on Saturday, April 29, 2023. All vendor booths must have a tent and tents must be no more than 10x10. Tents must be secured with weights to prevent the wind from blowing them away. Take down will begin promptly at the close of the event at 6:00 p.m. on Saturday, April 29, 2023. Exhibitors may not dismantle their booth prior to the close of the event at 6:00 p.m. Garbage and other items from the exhibit must be disposed of properly and space must be clean of all material.

**Refundable Deposit** - Each exhibitor will be charged a **refundable \$150 Clean Up Fee**. Vendors will provide a check or money order for the Refundable Clean-up Fee. At the closing of the event, vendors will break down their booths and clean up their space. All vendor booths will be inspected for cleanliness, and the safe disposal of waste. Any exhibitor that does not leave the space in the same condition as it was prior to installation, will forfeit their \$150 deposit. When the exhibitor space is inspected and confirmed clean, the refundable clean up fee check will be returned at that time, or mailed to the exhibitor within 7 days.

**Fire Department Inspections** – Exhibitors selling and sampling food and/or beverages such as caterers and food trucks, must be licensed by a Public Health Department in Georgia. Proof is required. There are no exceptions. Other exhibitor’s including Bounce Houses, Game Trucks, and Axe Throwing, must be prepared for inspection by the Austell Fire Department as may be required on Saturday, April 29, 2023.

**Subletting of Space** - Exhibitor may NOT assign, sublet or apportion to any other entity or individual all or any part of the exhibit space allocated and may not advertise or display goods or services other than those produced or sold by exhibitor in its regular course of business, and approved by the organizers.

**Responsibility** - It is the responsibility of the exhibitor to follow all rules, regulations including state and federal laws. Exhibitors are responsible for any harm or injury caused to the public and other exhibitors.

**Sale of Goods & Services** - Exhibitor is solely responsible for obtaining any licenses, permits or approvals required under local or state law applicable to its activity and food vendors must be prepared for inspection as may be required on Saturday, April 29, 2023, as well as paying all taxes, license fees or other charges that shall become due to any government authority in connection therewith. All sales must be conducted within the confines of the booth and comply with all applicable federal, state and local laws and regulations. Exhibitors will hold harmless City of Austell, Ricketts Rhodes Event Management, House of Artists Foundation, Bloomin’ Fest™ event organizers, its officers, employees, and members from any liability arising from the transactions taking place at the 2023 Bloomin’ Fest™ event. Bloomin’ Fest™ management reserves the right to restrict sales activities that it deems inappropriate or unprofessional.

**City of Austell & Austell Parks & Recreation Facilities** - In addition to the Rules and Regulations of the Bloomin’ Fest™ organization, exhibitors must follow all City of Austell Parks & Recreation Rules and Regulations. The Bloomin’ Fest™ management reserves the right to remove and cancel the contract without refund of any Exhibitor that is not following the Rules and Regulations or due to the actions found offensive, not moral or harmful to either the public or other exhibitors. No articles may be posted, nailed or attached to any of the pillars, walls, doors, floors, etc. Exhibitors will be held responsible for any damages done to any buildings, equipment or decorations and booth space.

**Booth Accessibility (Including Product Demonstrations)** - All exhibitors must comply with the Americans with Disabilities Act (ADA). Exhibitor warrants and represents that its exhibit at Bloomin’ Fest™ will be accessible to all individuals in accordance with the ADA. Each exhibitor has the responsibility to assure proper traffic flow through the event. Aisles must not be obstructed at any time. It is the exhibitor’s responsibility to ensure safety measures are taken on all demonstrations.

**Distribution of Material** - Exhibitors may advertise their participation in the Bloomin’ Fest™ event. Exhibitors who wish to include the sponsors in the advertisement must obtain written approval from the sponsors. Exhibitors may not distribute material outside their booth area without written permission from the Bloomin’ Fest™ management.

**Indemnification** – The Bloomin’ Fest™ management, its officers, employees, and members are not responsible for damaged or stolen material/items. Exhibitors shall carry insurance to cover losses and agree to hold harmless, any

Bloomin' Fest™ Management, its officers, employees, members, City of Austell, its management, employees, Ricketts Rhodes Event Management. Exhibitor agrees to indemnify and hold harmless the City of Austell Parks & Recreation, Bloomin' Fest™ management, its officers, employees & members, Ricketts Rhodes Event Management and affiliates from any liability to any person or persons for or by reason of any condition, defect or otherwise, of any apparatus, equipment or fixtures furnished by the exhibitor in connection with this exhibit. Exhibitor further agrees to hold harmless City of Austell, Bloomin' Fest™ management, its officers, employees & members, Ricketts Rhodes Event Management and affiliates from any liability to any person or persons for or by reason of any act or omission of said exhibitor, or any of his/her agents, servants or employees. Indemnity includes, but is not limited to, claims of copyright, trademark or patent infringement, unfair competition, and product liability. The exhibitor, on signing the contract, expressly releases the foregoing named association and individuals from any, and all claims for loss, damage or injury. Exhibitor assumes entire responsibility.

**Certificate of Insurance** - Each exhibitor must at its sole expense, procure and maintain a Commercial General Liability insurance policy in the amount of at least one million dollars (\$1,000,000) OR sign a hold harmless agreement indemnifying the Ricketts Rhodes Event Management, City of Austell and its affiliates. Exhibitor agrees to provide a current Certificate of Insurance (COI) to the Bloomin' Fest™ management by April 21<sup>st</sup>, 2023 or submit the hold harmless agreement. Failure to provide proof of insurance or submit the hold harmless agreement will result in cancellation of booth space. The COI policy shall include the following required additional insured endorsement language: "City of Austell, Ricketts Rhodes Event Management, its affiliates and each of their respective officers, employees and members."