BrooksvilleBBQ Vendor Information

The following are the agreement terms for vendor spaces at the BrooksvilleBBQ. It is agreed that each vendor will abide by all terms listed in this agreement.

- **ELIGIBILITY:** BrooksvilleBBQ reserves the right to determine whether any company or product is eligible under the standards for inclusion in the barbecue.
- ELIGIBLE PRODUCTS: BrooksvilleBBQ is the sole supplier of Food and Drinks. There is no selling of food and Drinks unless approved prior to event. No vendor may **sell** beer or wine. All applications will be reviewed by the BrooksvilleBBQ Committee, who will then give approval of all items to be sold. This includes all items, crafts, information and promotions. A family friendly environment is encouraged.
- **BOOTH INFORMATION:** All vendor products must be kept inside their tent space. Sidewalks, paths and streets must be kept free of merchandise. Distribution of literature is strictly limited to the confines of the Vendor booth. Voice and/or music amplification must be kept at a low level of amplification. All vendors must agree to conduct themselves in a respectful, cooperative manner appropriate to the integrity of the attendees, fellow vendors and barbecue staff.
- **BOOTH ASSIGNMENTS:** BrooksvilleBBQ will assign booth location to all vendors. Consideration will be given to special needs; however, spaces are assigned based on the best interest of the festival. Upon arrival, artists must check in to receive their booth assignments. Registration and booth set-up will be Saturday, Oct. 3rd, from 2pm to 6:00 p.m. OR Sunday October 3rd from 9am to 11am. All spaces are pre-assigned and are FINAL. All displays must be neat and orderly with any items not for sale out of sight and set up complete by 11:00 a.m. Electrical connections are available only if prearranged on your application and if they are available.
- **INSURANCE REQUIREMENT:** All <u>vendors</u> must provide proof of liability insurance in the amount of \$1 million per occurrence. BrooksvilleBBQ must be named as additionally insured (see 1-2 below). All other vendors must provide the same proof of insurance; however, the attached hold harmless waiver may be substituted if you are unable to provide proof of insurance (last page of this document).

1. Certificate Holder information should read:

Vinelife Christian Church; BrooksvilleBBQ 375 S. Broad St Brooksville, FL 34601

2. Description of operations should read:

Vinelife Christian Church; BrooksvilleBBQ*as additional insured in regards to General Liability.* Proof of workers compensation is required for businesses with more than four employees. Auto insurance is required for all vendors utilizing a trailer as their vendor space or if the trailer will be accessed next to the vendor booth. Your application will not be complete until this is received.

- FESTIVAL LOCATION: Vinelife Christian Church, 375 S. Broad St. Brooksville, FL 34601
- HOURS OF SET UP/TEAR DOWN: Vendor set-up will be Saturday, October 3rd, from 2pm to 6:00 p.m. OR Sunday October 3rd from 8am to 11am Vendor tear down is Sunday, October 3rd after the barbecue has ended. No vehicles will be allowed to enter or exit the grounds until the last band is finished and spectators have exited. Vendors are required to remain in operation during the event hours. Vehicles are prohibited in the vendor area at all times.
- **FIRE & SAFETY:** All federal, state and local regulations pertaining to fire and safety must be adhered to. All electrical cords must be grounded and UL approved. Please label your cords.
- PAYMENT: All fees must be mailed in after booth acceptance, and before September 7th, 2021.
- CANCELLATION POLICY: There are no refunds. This includes cancellation due to rain or acts of God.
- **TRASH DISPOSAL:** There are several throughout the event that are for the use of the attendees, not for vendor disposal.

Should you have any further questions, please do not hesitate to contact us at: 352-777-0311 or 352-815-8075. Thank you.

<u>nick@brooksvillebbq.com</u> please use this for all general inquiries & submissions

Waiver, Release And Hold Harmless Agreement

In consideration of permission granted by BrooksvilleBBQ/Vinelife Christian Church allowing me to participate in the <u>BrooksvilleBBQ</u>. Which will occur on <u>October 3rd, 2021</u>, which is sponsored by <u>BrooksvilleBBQ/Vinelife Christian Church</u>, I represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that participating in the Activity involves certain risks and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my participation in the Activity, including any associated travel, regardless of whether or not caused in whole or in part by the negligence or other fault of BrooksvilleBBQ/Vinelife Christian Church, The Board of BrooksvilleBBQ/Vinelife Christian Church, and/or its or their departments, trustees, volunteers, affiliates, employees, officers, agents or insurers ("Released Parties").

2. I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.

3. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.

4. I have carefully read and reviewed this Waiver, Release And Hold Harmless Agreement. I understand it fully and I execute it voluntarily.

BrooksvilleBBQ reserves the right to exclude a vendor or the sale of individual vendor products that do not reflect the overall theme of the event. You will be notified should there be any excluded products. BrooksvilleBBQ does not provide tents, tables, chairs, electric cords or lighting. Vendors are responsible for all set up and tear down of the assigned area during the time frame provided by BrooksvilleBBQ. Vendor is responsible for making sure the area is kept free of litter. All participants are to remain onsite during the scheduled event time frame. Vendor must return the attached information registration forms along with the appropriate fees and required documentation. All vendors are responsible for collecting and reporting sales tax to the State.