

2010 Sandy Oktoberfest Terms and Conditions for Commercial Vendor and Food Booths

- 1. Permits:** Each Permittee must operate within the space assigned by the Event and sell or give away only those items specified in the permit. Failure to do so may result in revocation of the permit and removal from the event. **NO SUBSTITUTE VENDORS.**
- 2. Hours of Operation: Friday, Sept. 10th: 5:00 pm to 10:30 pm; Saturday, Sept. 11th: 11:00 am to 11:00 pm; Sunday, Sept. 12th: 11:00 am to 4:30 pm.** Commercial exhibits must remain open and appropriately staffed as specified by Event management. Generally, vendors and booths must be open and staffed at least one hour prior to the Event start time each day and remain staffed until 8:30 pm on Friday, 8:30 pm on Saturday, and 4:30 pm on Sunday. Food and craft booths may remain open longer if desired.
- 3. Set-Up Times:** Friday, September 10th, 9:00 am until the 4:00 pm. Other supplies may be delivered Saturday, Sept. 11th, and Sunday, Sept. 12th until 10:00 am. All vehicles must be removed from the festival area by 4:00 pm on Friday, Sept. 10th, and by 10:00 am on Saturday, Sept. 11th and 10:00 am Sunday, Sept. 12th.
- 4. Release Time: NO EXHIBIT WILL BE RELEASED, DISMANTLED, OR REMOVED BEFORE THE END OF THE EVENT, UNLESS AUTHORIZED IN WRITING BY SANDY OKTOBERFEST. Exhibits must be removed by 5:30 pm, Sun., Sept. 12th.**
- 5. Clean-up:** Permittee hereby agrees that they will conduct their business in a quiet and orderly manner, keep their place neat and clean, deposit all garbage in the appropriate receptacles provided by The Event and they will keep the area around the assigned space free from rubbish.
- 6. Weather:** Weather conditions shall in no way affect this contract. The Event in no way guarantees or assures Permittee that the area around The Event will be kept free from obstructions caused by weather, visitors, or any other act. Any such obstruction shall not affect this contract.
- 7. Canvassing:** No canvassing or solicitation for charitable, business or political purposes shall be conducted with The Event except by Permittee. Canvassing or solicitation of business by Permittee shall be confined to the Permittee place assigned.
- 8. Electricity:** All electrical wiring must be done by persons authorized by the Event. The Event will provide each Permittee with one 110 volt electrical outlet. More electrical power may be provided if available and must be requested and approved in advance. If additional power is needed, Permittee shall pay the cost thereof at the rate specified by the Event.
- 9. Supplies:** All deliveries of supplies to Permittee that require use of a vehicle shall be made before 4:00 pm on Friday, September 10th and before 10:00 am on Saturday and Sunday, Sept 11th and 12th. After the delivery deadlines stated above, any vehicle remaining in the festival area will be towed at the owner's expense.
- 10. Security:** The Event shall provide reasonable safeguards against fire, theft, and accident, but it is specifically agreed by and between the parties hereto that this is deemed a discretionary function by The Event and that The Event does not hereby assume any responsibility for damage to the goods or property of the Permittee from fire, water, theft, accident, wind, or storm.
- 11. Conduct of Permittees:** Permittees and their respective employees and agents shall conduct their activities strictly within the areas assigned. Permittee shall insure that all employees and agents shall be clean, properly clad, orderly, and polite in their conduct and speech. Solicitation by Permittee or their respective employees or agents shall be made in an ordinary speaking tone of voice.
- 12. Public Safety:** All materials used in decorating booths, racks and exhibits must be made from non-flammable materials or treated and maintained in a flame-retardant condition in accordance with the Fire Marshall's requirements. Under no circumstances will articles be allowed which are explosive or combustible characters or which cause loud noise sufficient to be distracting or disturbing to event goers or nearby exhibitors. If any such article or exhibit be allowed admission through misrepresentation or otherwise, such articles and persons responsible may be removed by order of The Event. Exhibitors of animals, machinery in motion, or other exhibits liable to occasional accidents, injury or damage to persons coming in contact with them, shall guard their exhibits and protect the public from coming in contact therewith. Every such exhibitor shall indemnify the Event from and against all claims and demands, costs, charges and expenses which it may incur, suffer, or be put to by reason of any exhibit not properly guarded there from, or the public not being properly guarded there from.
- 13. Noise and Sound Devices:** No loud noise or sound amplification devices shall be allowed without the prior written consent of The Event. If The Event approves of any such device, the Permittee obtaining such approval shall use the device in a manner that will cause the least disturbance to event patrons and other exhibitors.
- 14. Compliance with Laws:** All Permittees shall promptly observe and comply with all applicable laws, orders, regulations, rules, ordinances and requirements of federal, state, county and city governments. Any persons willfully injuring or destroying any property on the ground of The Event or in any way interfering with the administration shall be liable to prosecution. No gambling or lottery activities are permitted on the grounds, or on any land controlled by the subdivision or regulatory Board of Commission having jurisdiction to license such individual activity.
- 15. Advertising and Signs:** Permittees shall have a sign identifying their exhibit. The sign should name the sponsoring firm or organization as well as the product(s) offered insofar as practicable. Inflated balloons, bumper stickers, promotional stickers or similar advertising or promotional materials may not be given away by exhibitors without prior written consent of The Event. Exhibitors shall not sell or give away food or beverages without the prior written consent of The Event. No person shall place any advertising material on or in automobiles at The Event. No Permittee shall post any advertisement, bill, sign, banner, or other printed matter outside the assigned space.
- 16. Discretionary Matters:** The Event reserves the right to interpret all Event regulations and rules and to settle any disputes. Any person, exhibitor, or Permittee who does not comply with the rules and regulations may be removed from the grounds at the discretion of The Event. Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of The Event.