

## **Downtown Street Festival**

## **EXHIBITOR & VENDOR AGREEMENT**

The below named exhibitor/vendor agrees to hold harmless the Flint River Entertainment Complex, the City of Albany, Global Spectrum LP and their agents, representatives, and employees from and against claims, damages and losses and expenses including reasonable attorney fees in any case where it shall be necessary to file an action: (1) arising out of the performance of the work herein which is one for bodily injury, illness, or death or for property damage including loss of use, and (2) caused in whole or in part by the exhibitor's negligent acts of failures to act or that his agents, employees, contractor(s) or subcontractor(s) or anyone employed by them for whose act the exhibitor may be liable.

| BOOTH NAME:  |   |                                  |
|--|---|----------------------------------|
| CONTACT PERSON:  |   |                                  |
| EMAIL:   |   |                                  |
| ADDRESS:   |   |                                  |
| PHONE: (W)   | (H) (C) _   |                                  |
| LIST ALL PRODUCTS YOU SELL or INFO YOU PLAN TO DISTRIBUTE:                           |   |                                  |
|  |   |                                  |
| an exhibitor, any pro-   | paid in advance of the Event start date to be guaranteed a<br>duct or item not accepted will be deleted by Venue Manage<br>page. First time exhibitors/vendors must attach photo of tra                                   | ment. Insurance is required.     |
| FEE STRUCTURE:   | Fees are based upon footage required, established fee and I Vendors (Anyone selling items) \$100.00 (10' X 10' booth space) or \$150.00 after February 1  | ·                                |
|  | Exhibitors (Anyone distributing information, etc. – not selling \$50.00 (10' X 10' booth space) or \$75.00 after February 14  | goods)<br>\$                     |
|  | TOTAL   | \$                               |
| Please Note: Exhibitors/Vendors are responsible for supplying their own electricity. |   |                                  |
| River Entertainment Con  | hibitor/vendor (lessee) states they have read and agree to abide by all aplex provided on this and the attached page. The Flint River Entertain to close any exhibit without refund if not operating within the provision | nment Complex reserves the right |
|  | Exhibitor/Vendor Signature (Date)   |                                  |

Payment can be made in person at the Albany Civic Center or you can mail your payment to:
Flint River Entertainment Complex
c/o City of Albany
PO Box 447
Albany, GA 31702

PLEASE MAKE A COPY FOR YOUR RECORDS AND MAIL, EMAIL, OR FAX SIGNED FORM USING THE INFORMATION ABOVE.

## Rules and Regulations for Outside Vendors and Concessions

The following rules and regulations shall be in effect, and will be strictly enforced, for all exhibitors participating in the Event.

SET UP: TBA – Instructions will be emailed prior to the event.

All exhibitors must be completely set up and ready for business no later than one hour prior to the entry gate opening time for the Event. (2) admission passes will be provided per registration. Additional admission passes may be purchased with cash, credit card, or money order only (no checks) at the Georgia's Own Credit Union Box Office located at the Albany Civic Center prior to set up. You will not be allowed to set up unless you have been approved with all balances paid in full.

**TRAILER OR STAND.** Exhibitors must use clean, neatly painted trailers and stands. Overhangs and awnings must not extend over walkways. Any generators or tanks must be secured in accordance with applicable code(s) to prevent falling, leakage or other hazards. Trucks that are pulling trailers or stands must be disconnected from said trailer or stand on mid-way. Motorized vehicles can not remain in midway during event operation. Products and services which are offensive to the public, racist in nature, drug related, sexually explicit or illegal are strictly prohibited. Services must correspond to the product description on your contract and not conflict with, differ from or exceed that description without written permission of the Flint River Entertainment Complex.

**TENTS:** Tents must be properly weighted, otherwise they will not be permitted.

**UTILITIES / ELECTRIC:** Exhibitors must provide their own electricity and water, if needed.

**WASTE WATER DISPOSAL:** Each exhibitor that generates gray water must have a holding tank to contain that gray water. All waste water must be disposed of off offsite.

**PAYMENTS:** Offered contracts which are not executed by Venue Management and returned, with the appropriate payment, by the date stated on the contract will be null and void.

**GARBAGE & LITTER:** Sanitation and cleanliness are an essential part of the Downtown Street Festival. Your cooperation is required in maintaining a safe, clean and attractive vending area. All Exhibitors are required to keep their units clean and the area immediately adjacent thereto clean and trash free. All disposable waste material must be placed in sealed plastic bags and placed in appropriate dumpsters at the conclusion of the Event, along with cardboard boxes, which must be broken down. Dumpsters and trash cans are provided at several locations around the Venue for garbage and trash.

**NOISE / NUANCES:** Sirens, bells, amplifiers, flashing lights or any equipment causing annoyance is prohibited. Exhibitors will not be permitted to distribute knives, stink bombs, silly string, poppers, or any other items prohibited within the Downtown Street Festival. For a full list of prohibited items, please visit flintriverentertainentcomplex.com.

**TAXES & LICENSES:** It is the responsibility of the exhibitor to pay applicable federal, state, and county taxes and fees and for obtaining any required licenses or permits.

**HOURS OF OPERATION:** All exhibits must be open for business at the scheduled gate opening time and are required to remain open until the end of the Event, unless otherwise authorized or directed by the Venue.

**UPS / DELIVERIES:** Deliveries by UPS, Fed Ex, USPS, and other common carriers arrive throughout the day at the Flint River Entertainment Complex office. Please check with the office should you be expecting a delivery. The shipping address for UPS and FedEx packages is Flint River Entertainment Complex, 100 W Oglethorpe Blvd., Albany, GA 31701.

STOCK TRAILERS/TRUCKS: The Flint River Entertainment Complex has lots available for parking during the Event.

## **MISCELLANEOUS:**

No motorized or electric vehicles, including golf carts, are permitted on the midway or other walkways normally used by the public during all operating hours of the Event.

Outside washing of concession units will not be permitted.

Outside alcoholic beverages or drugs are not permitted on Venue property.

Concessionaires / exhibitors are not permitted to make sponsorship deals or agreements without approval of the Flint River Entertainment Complex.

Roving exhibitors or solicitors are not permitted. Exhibitor operations must be confined to the boundaries of their rented space. Unleashed pets / dogs are not permitted on the Venue property at any times. During operating hours, only service dogs/animals are permitted on the property.

**PLACEMENT:** The Venue reserves the right to place and relocate exhibitors where deemed appropriate. Exhibitor placement in a specific area/space is not guaranteed.

ENFORCEMENT: Venue Management, without prior notice, may close any concession or move out any tenant not operating in accordance with the provisions stated herein and/or signed the signed provisions, or if, in the sole discretion of Venue Management, the operation and/or presence of the concession is not in the best interest of the Flint River Entertainment Complex. Should exhibitor be ejected from his/her space, no refunds will be given whatsoever.