

COLLIERVILLE BALLOON FESTIVAL TERMS AND CONDITIONS – VENDOR AGREEMENT

Your application for participation has been accepted. To confirm your participation in The Collierville Balloon Festival you must provide a signed copy of this Vendor Agreement, provide proof of insurance (or request liability insurance coverage), meet all permitting requirements, and pay all applicable fees prior to August 15, 2023. This Agreement affirms that the Vendor agrees to abide by the rules and regulations set forth by The Collierville Balloon Festival, including products to be exhibited, food to be served and procedures for set-up and tear down of all Vendor participants. Any Vendor refusing to comply with the rules set forth will automatically forfeit its booth space and registration fee and will be asked to leave the Festival immediately.



GENERAL RULES & REGULATIONS The Collierville Balloon Festival shall not be responsible for any injury or loss that may occur to the Vendor, its employees, agents, representatives, heirs, successors or assigns, or its goods from any cause whatsoever while participating in the Festival. The Vendor agrees that it will hold The Collierville Balloon Festival, its designated representatives, employees, volunteers, successors and assigns, harmless and free from all damages by reason of liability occasioned by any act or omission, neglect, or wrongdoing of the Vendor, its employees, or any of its agents, officers or representatives. Vendor will, at its own expense, defend and protect The Collierville Balloon Festival, its owners', organizers, employees, volunteers, and Board Members against all such claims and demands. The Vendor also agrees that The Collierville Balloon Festival will not be responsible for accidents, fire, theft, breakage, or any other accident incurred by the Vendor at any time and The Collierville Balloon Festival is released from any and all liabilities and responsibilities. This includes the hours for setting up and dismantling before and after the Festival.

_____ INITIAL HERE ACCEPTING THE GENERAL RULES AND REGULATIONS:

CERTIFICATE OF INSURANCE:

ALL VENDORS must have commercial exhibitor/vendor Liability Insurance with liability limits of \$1,000,000 and Collierville Balloon Festival listed as an additional insured.

FOOD AND HIGH-RISK VENDORS will be required to obtain the Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence. In addition to the Collierville Balloon Festival, the Town of Collierville must be named as an Additional Insured, and this must be noted on the Certificate of Insurance. The Insurance Company agrees to Waive their Right of Subrogation against the Town of Collierville and this must be noted on the Certificate of Insurance.

Participants must provide a Certificate of Insurance with this Agreement naming coverage as follows:

The Collierville balloon Festival, INC, P.O. Box 144, Collierville, TN 38027, be listed as an additional insured and Certificate Holder.

If you do not have commercial exhibitor/vendor liability insurance, the Festival will arrange insurance for an additional fee. The cost is \$70.00 and must be paid when this form is submitted along with other participation fees. Proof of insurance must be on file with the CBF Vendor Committee no later than August 15, 2023

FOOD PERMIT and INSPECTION - For vendors (Food, and Arts and Crafts) who sell or sample any type of food product (packaged, prepared on site, etc.), Shelby County REQUIRES a Temporary Food Permit (TFP). The TFP cost is \$30.00. The Collierville Balloon Festival will file for TFP's for all vendors selling food. We will have your TFP on hand when the Health Inspectors arrive Saturday morning to conduct inspections. Vendors will not need to drive to the Health Department to get a TFP. This will provide a smoother process for inspections. This requirement is consistent with the Shelby County Health Department food code. When paying your booth fees and if you sell food prepared on-site, you MUST include payment for the additional \$30.00 to cover your TFP fee. If you sell packaged food, include an extra \$11.25. Please indicate below if you plan to sell food.

PEPSI IS THE COLLIERVILLE BALLOON FESTIVAL APPROVED SODA AND BOTTLED WATER SUPPLIER. CASSE OF PEPSI PRODUCTS WILL BE AVAILABLE ON SITE DURING THE FESTIVAL

FOR CONSISTENCY - BEVERAGES WILL BE SOLD AT THE SAME AND FOLLOWING PRICES:

Bottled Water - \$TBD Bottled Soda - \$TBD

Food trucks must comply with the Shelby County Mobile Unit Guidance -

<https://www.shelbytnhealth.com/DocumentCenter/View/891/Mobile-Unit-Guidance>

The Shelby County Health Department and the Collierville Fire Department inspectors will be present to inspect all food trucks, trailers, and booths; if you do not have the required Town of Collierville and Shelby County Health Department permits the inspector will close your booth for improper permitting. **If this occurs, refunds will not be issued.**

SETUP, TEARDOWN, GENERAL OPERATIONS CHECK IN: All Vendor Participants must check in with a Collierville Balloon Festival representative before setting up. Outstanding fees must be paid prior to setup.

SETUP: Booth set up begins at 12:00 noon and must be completed and ready for sales at 2:30 P.M. and remain set up until the close of the event, 8:00 P.M. for nonfood vendors and 10:00 P.M. for food vendors. Upon completion of each day the Vendor Participant is responsible for clean-up and trash removal of its area. Trash bins and a designated trash receptacle will be made available along the Maynard Way curb. Location assignments are based on size of booth and separation of like businesses. Motor homes, long trailers or 5th wheels are not allowed on the Jamboree site without prior written consent from the Collierville Balloon Festival Vendor Committee. Always be considerate of other Vendors who are already set up. Vendors must provide any ground cover required to avoid damage to the grounds and remove same at the conclusion of the event.

TEARDOWN: Nonfood Vendor Participants may begin teardown no sooner than 8:00 P.M. on Saturday and Sunday. **VENDORS MUST BE OFF the PROPERTY BY 11:30 P.M. ON SUNDAY, SEPTEMBER 17, 2023.** Labor for setup and teardown is the responsibility of the Vendor Participant and is not provided by the Collierville Balloon Festival or its volunteers. **TRASH:** Each Vendor Participant is responsible for the removal and disposal of all materials, litter (including cigarette butts), garbage, including boxes, (broken down) and signs. Trash collection bins will be available along the Maynard Way curb.

BOOTH SAFETY: All Vendor Participants must have weights and/or stakes for booths. Please ensure that all four corners of your booth are staked or have weights of at least 30 lbs. If high winds develop, Vendors must take action to minimize damage and risk to attendees and other vendors. Vendors shall see that their booth is staffed with sufficient people during the scheduled hours. Booths cannot be left unattended at any time during the operation of the festival. There will be no live animals brought onto the grounds at any time except for animals trained and used for medical reasons (specifically service animals as defined in the Americans with Disabilities Act) or law enforcement. Vendor acknowledges that it is unlawful to leave unattended pets inside a vehicle. Vendors shall not bring any alcoholic beverages onto the festival grounds. Booth sharing is not allowed unless approved by the Committee. All Vendors must purchase their own booth space and, if applicable, obtain their own business licenses. The use of any sound devices must be at a conversational level and not interfere with neighboring vendors. The Collierville Balloon Festival expects Vendor Participants to be respectful of other vendors, volunteers, city, and county employees, as well as our citizens and guests enjoying the Festival. Anyone behaving in a rude or unprofessional manner may be asked to leave, will forfeit any fees paid, and will not be invited to future Festivals.

GENERATORS should meet or exceed CARB compliance and noise levels and not exceed 65dB(A).

THE COLLIERVILLE BALLOON FESTIVAL is not responsible for lost/stolen items, accidents, or personal injuries of damaged equipment. There is no exclusivity on booth spaces. Exhibit booth spaces are assigned at the discretion of THE COLLIERVILLE BALLOON FESTIVAL Vendor Committee. THE COLLIERVILLE BALLOON FESTIVAL, at its sole discretion, reserves the right to limit sales or cease sales of any and all items.

Collierville Balloon Festival is a rain or shine outdoor event, and as such, may be vulnerable to weather. Vendor understands that fees are not refundable due to inclement weather, interruptions in the Festival schedule due to weather, dangerous conditions, acts/threats of terrorism, acts of god, natural disaster, or war.

VENDOR hereby acknowledges and agrees that that it has read all the rules and regulations in this Agreement and agrees to abide by all rules and assumes all risk of being removed from this event and/or excluded from future shows in the event of violation of any of the terms and conditions of this participation Agreement. Vendor understands and agrees that this Agreement is made between Vendor and COLLIERVILLE BALLOON FESTIVAL Vendor certifies that it is authorized to execute this Agreement and that that all information has been completed truthfully and accurately.