

Spiceland Freedom Days Non-Food Vendor Agreement/Application July 21 – 22, 2023

Spiceland Freedom Days will be held in Spiceland, Indiana at the intersection of Main Street and Bond Street, Friday, July 21st from 3pm to 10pm and Saturday, July 22nd from 9am to 10pm. Vendor set up begins at 10am Friday, July 21st. Vendors must vacate the premises by 8:30am on Sunday, July 23rd.

Vendor Rights and Responsibilities

All vendors must complete an application before setting up. Vendors may not set up without first being pre-approved and sign attached application - the application is valid only for the 2023 event. Spiceland Freedom Days reserves the right to decline any Vendor for any reason.

Vendors are responsible for and shall fully comply with all applicable local, state and federal laws, regulations, and ordinances pertaining to their products, and shall have obtained all necessary licenses, permits and inspections prior to selling any products at the event. Vendors are solely responsible for their own tables, change, bags, and trash.

All Vendors are expected to be open for the duration of the Festival. If your booth cannot be set-up and open at 3pm on Friday, July 21st, Spiceland Freedom Days **MUST be notified a minimum of 72 hours before Festival Opening**. There shall be no refunds of vendor rental fees for any cancellation notice given to Spiceland Freedom Days 30 days or less prior to the start of the festival.

VENDOR is solely responsible for securing exhibits and merchandise at night. Spiceland Freedom Days will provide overnight attendants Friday night. Spiceland Freedom Days assumes no liability for loss, damage, or theft of vendor's goods, materials, or equipment.

Vendor space assignment: Vendor spaces will be assigned once the Freedom Days Board receives a completed application that has been reviewed and approved. Spaces will be assigned on a seniority basis if the application is submitted within a timely matter. Products being sold will be limited so everyone can have fair marketing potential. All changes made (if any) will be in writing. Electricity is available on a very limited basis. Personal generators are allowed.

Health & safety requirements: All items intended for human consumption must be kept off the ground at all times and in safe and sound condition. The vendor is solely

responsible for damages resulting from the sale of unsafe or unsound goods. Spiceland Freedom Days reserves the right to inspect or deny sale or display of any items deemed inappropriate.

Vacating the Site: Vendors are responsible for their own tear-down which includes removing personal tables and chairs, trailers/vehicles, products, and taking all trash with them. Vendors must leave their space as they found it, clean of any trash and unsold items by 8:30am on July 23rd. There will be no damage, holes, paint marks, or change to the natural/physical environment in any way on town or church property (this includes town streets).

Vehicles & trailers: Vendors must work together when maneuvering vehicles through the event area. Vendors unloading and removing vehicles (especially those with trailers) from the area must do so in a timely manner and in a way that does not unreasonably disrupt traffic flow to and from the event.

NO TRAILERS OR VEHICLES ALLOWED AFTER START OF FESTIVAL.

We're looking forward to another wonderful and successful Spiceland Freedom Days celebration!

Spiceland Freedom Days Non-Food Vendor Application

Name of Vendor/Organization (please print)

Contact Person

Address

City _____ State _____

Zip Code _____

Email Address

Phone Number _____

Type of Set Up: (trailer, tents, tables, other)

List of item(s) to be sold: (products will be limited to avoid duplication and ensure fair marketing potential) Items not listed below may not be sold, given away or handed out. Please include a color photograph for assignment and publicity use. Vendors with product, signage or other representations that are found to be in violation of trademark or copyright infringement will be asked to leave immediately and there will be no refunds.

Booth spaces are 10' x 10'. All booths will be on an asphalt road. There will be no damage, holes, paint marks, or change to the natural/physical environment in any way on town or church property (this includes town streets).

**Booth fees are \$50 per 10'x10' space with fees due by June 9, 2023.
Checks or money orders should be made payable to: Spiceland Freedom
Days.**

Number of booths desired: _____
Electricity required: Yes or No _____ 100 volt or 220 volt: _____
Do you have a generator? _____
Reason for electricity request: _____

**Electricity and water are available first come first serve AND on a very limited
basis.**

VENDOR agrees to indemnify and hold harmless Spiceland Freedom Days, its parents, subsidiaries, partners, sponsors, agents, employees and assigns from any and all claims, causes of action suits, damages, theft, injuries and losses to any person or goods arising out of relating to the Festival. VENDOR agrees that this release shall be a full and final compromise and release of any claims, demands, actions, and causes of action, known or unknown. Spiceland Freedom Days shall not be liable for any failure or delay in performance arising from causes beyond Spiceland Freedom Days' reasonable control, including, without limitation, weather, acts of God, fire, flood, terrorism, strikes, failure of suppliers or subcontractors to substantially meet its performance obligations under this Agreement. Vendor will be responsible for any and all damages, injuries, claims, charges and costs, whether tangible or intangible, to persons or property that in any way arise out of or relate to Vendor's goods or services, whether performed by Vendor or any other persons/entities under the Vendor's control or direction.

This document constitutes the entire agreement between Spiceland Freedom Days and the Vendor. No changes shall be valid unless agreed to by both parties in writing. This form must be completed in full and submitted with payment or it is not a valid application. Application packages can be sent to:

**Spiceland Freedom Days
PO Box 108
Spiceland, IN 47385**

I HAVE READ, UNDERSTAND AND FULLY AGREE TO THE TERMS AND
CONDITIONS OUTLINED ABOVE. I UNDERSTAND THAT ANY VIOLATION MAY
RESULT IN MY DISMISSAL.

Vendor Signature

Date