

**ITALIAN AMERICAN CLUB**  
GREATER GREENVILLE, S.C.



**ITALIAN AMERICAN CLUB OF GREENVILLE**  
**2<sup>nd</sup> Annual Italian American Heritage Festival**  
**April 29, 2023**

**VENDOR AGREEMENT**

Organization:
Address:
_____
Telephone: _____ Cell Phone: _____
Email:
1. I, the undersigned, have read all the above guidelines governing the IACG and agree to adhere to the rules that are outlined within.
2. I agree that everyone working in my booth will also read and adhere to the guidelines.
3. I understand that the Events Staff reserves the right to limit or discontinue the participation of a vendor at any time.
4. I agree to indemnify and hold harmless IACG its agents and employees from all claims or lawsuits for damages or injuries of any kind or nature which occur because of or arising out of the use of property by the vendor(s) and the guest of the vendor(s) pursuant to this agreement.

Vendor Printed Name: \_\_\_\_\_

**Vendor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Food truck \_\_\_\_\_ Food vendor \_\_\_\_\_ Cottage \_\_\_\_\_ Craft \_\_\_\_\_ Informational \_\_\_\_\_

**PARTICIPANT WAIVER, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND WARNING**

In consideration of being allowed to participate in any way with IACG Festival programming, related events and activities, the undersigned acknowledges, understands, and agrees that:

1. I, for myself and on behalf of my heirs, assigns, personal representatives, and/or on behalf of the minor child participant named below, hereby release, hold harmless, and indemnify IACG, their officials, employees, other participants, sponsoring agencies, sponsors, and advertisers ("Releasees"), with respect to any and all injury, illness, disability, death, or loss of damage to person or property, whether arising from negligence of the Releasees or otherwise.
2. The risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies does exist, and it is impossible to eliminate the risk that I could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease.
3. I knowingly and freely assume all such risks, both known or unknown, even if arising from the negligence of the Releasees or others and assume all full responsibility for my participation.
4. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
5. The risk of injury and/or illness from the activities involved in the program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist.

Vendor/Participant Printed Name: \_\_\_\_\_

Vendor/Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR PARENTS AND/OR LEGAL GUARDIANS OF MINOR CHILD PARTICIPANTS**

I agree to and verify the following:

1. I am the parent or legal guardian for \_\_\_\_\_, and I agree that I am signing this Release on behalf of the minor child and the minor child shall be bound by the terms of this Release.
2. I agree to assume all risks identified herein and otherwise in the minor child participating in and using the programs, services, facilities and equipment of the IACG, including all risk of injuries, illness, and death that could result, and further agree to release, hold harmless, and indemnify the Releasees from any and all claims, demands, damages, losses, expenses, injuries that result from acts of negligence by the Releasees that I, or my minor child may sustain as a result of the minor child's participation in IACG.
3. In case of an emergency where I cannot be reached, I hereby authorize the IACG to obtain and provide what medical treatment is deemed necessary for the immediate welfare of the minor child.

*I have read this Release in its entirety, and I fully understand its terms, understand that I have given up substantial rights by agreeing to it on my own behalf, my heirs, assigns, and personal representatives, and/or on behalf of the minor child participant, and his/her heirs, assigns, and personal representatives, and I am signing it freely and voluntarily without any inducement.*

Parent/Participant/Guardian Signature: \_\_\_\_\_

Print Name of Parent/Participant/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

### **FOOD TRUCK FEE**

\$250.00 non-refundable registration fee

Must follow all DHEC Rules

Please note that food trucks are not allowed to leave the event site prior to the end of the festival even if sold out. Vendors are allowed to take breaks during the festival to restock their truck; however, they must have signage indicating they are temporarily closed.

### **FOOD VENDOR FEE**

\$250 non-refundable registration fee

- The standard registration fee **DOES NOT INCLUDE:**

Tent, tables or chairs

Some electricity will be provided by Fountain Inn depending upon location of tent, necessity and first come first serve

### **COTTAGE VENDOR FEE**

\$150.00 non-refundable registration fee

### **CRAFT VENDOR FEE**

\$75.00 non-refundable registration fee

### **INFORMATIONAL VENDOR FEE**

\$25.00 non-refundable registration fee

### **INSURANCE**

Vendors must supply Fountain Inn with a certificate of general liability insurance listing 'IACG Festival' as an additional insured for the dates of the event, April 29, 2023. Any vendor not supplying this document will be excluded from the event. Coverage must be at least \$1,000,000 general aggregate and \$500,000 each occurrence.

### **TAXES**

Vendors are responsible for complying with local, state and federal tax regulations.

### **REGISTRATION FEE DISCOUNT**

15% off Registration Fee **if paid before January 3, 2023**. We must receive check **before December 25, 2022** for this discount to apply.

10% off Registration Fee **if paid between January 4, 2023 and February 1, 2023**. We must receive check **before January 22, 2023** for this discount to apply.

### **Vendor Hours**

Food vendors must be open and staffed for service the full duration of the IACG Festival. There are no exceptions to this rule. Festival hours are:

Saturday, April 29, 2023

Setup 9:00 a.m. to 11:30 a.m.

Breakdown from 6:00 p.m. to 8:30pm

Festival Hours: 12 p.m. to 6 p.m.

### **Rain Date**

There is no rain date / location for the IACG Festival. There are no refunds due to inclement weather.

### **Tickets**

All food and beverages will be sold by tickets. Tickets will be sold at the festival ticket booths. Price per ticket is \$1.00. Please note: No cash transactions will be allowed except for craft vendors; any vendors, other than craft vendors who are caught taking cash payments instead of tickets will be told to leave the festival with no refund of any fees received.

**Initial here** \_\_\_\_\_

**Food vendor will retain 90% of gross ticket sales, with 10% returning to the event.**

### **Periodic Inspections**

All vendors will be subject to spot inspections by event staff during the festival.

### **Spaces**

IACG Festival reserves the right to assign or reassign any or all booth locations. No guarantee of a specific booth or space is given or implied by IACG.

Food vendors may not share, assign, sublet, donate or trade any portion of their assigned space at the festival. Please note that IACGG Heritage Festival does not provide chairs, extension cords, power strips, lighting, etc.

Food vendors are responsible for providing their own tables, chairs, decorations, set-up and clean-up, etc. Vendors with more than one standard tent are restricted to selling food items out of one space or tent only. The additional space or tent may be used for cooking and preparation but not selling.

Vendors, their staff, and all equipment must stay within their allotted space.

Vendors may not walk into common/ pedestrian areas of the festival site to sell food, distribute menus/flyers/coupons/etc. or escort a mascot.

Vendors are prohibited from using any form of amplified sound in their tent area.

### **Beverage Policy**

All vendors and their staff are prohibited from consuming **any type of alcoholic beverage** during the festival. The festival has commercial bottled water, soft drink, and assorted beer and wine vendors and sponsors. You will not be allowed to sell any kind of beverage unless your product is unique, the vendor has a license to sell the product and the vendor's product is approved by the festival chairperson.

### **Paper Products**

Food vendors must supply their own plates, bowls, cups (clear plastic preferred for cold drinks, and insulated hot drink cups for hot beverages), napkins, and utensils required for serving food to customers. Paper products may not contain any logo other than the food vendor's logo. IACG encourages all vendors to use eco-friendly biodegradable products where possible.

### **Ice**

Each food and beverage vendor must supply their own ice. A limited amount of ice will be available for sale by the festival host for a fee.

### **Booth Items Liability**

Items brought on site are done so at the sole risk of the vendor. IACG is not responsible for any loss, damage or destruction of personal property, equipment and or valuables.

### **Behavior of Vendors**

- Any behavior by vendor family members or employees that is disruptive, abusive or threatening towards other members, the public, or staff members is prohibited. Behavior that is verbally or physically abusive, dangerous or disruptive to event activities will also not be tolerated and may result in immediate termination of the vendor's selling rights.
- Vendor will be held responsible for all damages incurred by vendor, vendor staff or vendor vehicle to the town of Fountain Inn.
- Foul or offensive language will not be tolerated at the event.
- No open alcoholic beverages or firearms may be brought on to designated festival areas.
- Vendors and their associates are not to be intoxicated on site.
- Vendors may not sell or offer any products or literature deemed offensive or which may incite violence, crime, disorderly conduct or promote political or religious viewpoints.
- Vendors are responsible for their children and guests at all times.
- With the exception of service animals, vendor pets are prohibited at this event.
- No hawking.

### **Registration**

Make **registration checks payable to: IACG**

Mail checks to: IACG  
c/o D. Romano  
332 Kelsey Glen Lane  
Simpsonville, SC 29681

Mail completed **application, copies of liability insurance certificate and DHEC certificate if applicable** to address above.

**or** email fillable-completed application, copies of liability insurance certificate, and DHEC certificate if applicable to [dmromano@yahoo.com](mailto:dmromano@yahoo.com)

**All monies and paperwork (including application, copies of vendor liability insurance certificate and DHEC certificate) are due March 1, 2023 in order to secure a space at the festival.**

### **Cancellations**

Any vendor wishing to withdraw from the event must notify IACG by email at [dmromano@yahoo.com](mailto:dmromano@yahoo.com) by April 1<sup>st</sup> that they are unable to participate in the event. Vendor will not be reimbursed their commitment fee.

### **Questions**

Please Contact: Karenann, Event Coordinator-Festival Chairperson

(864) 283-6615 or (631) 336-4288

Email: [ka69fib@gmail.com](mailto:ka69fib@gmail.com)

Or Maria (at Gio's)

(864) 724-2058

Email: [giospastryshop@aol.com](mailto:giospastryshop@aol.com) (also able to reach on Facebook)