



## Spayghetti 2024 Vendor Rules & Application

DATE: Saturday, February 3, 2024

LOCATION: Fellsmere City Hall

22 S. Orange Street

Fellsmere, FL 32948

HOURS: 10 am- 6 pm

(Set up begins 8 am and has to be ready by 9:30 am; Can close at 6pm)

Space is limited, and sites are first-come, first-serve basis, so we recommend reserving your site as soon as possible. This festival is a charity fundraiser.

PLEASE READ THE FOLLOWING AGREEMENT THEN COMPLETE AND SUBMIT THE APPLICATION FORM BELOW.

### CONTRACT TERMS

This contract is between the Exhibitor applicant and Helping Animals Live and Overcome Inc. (H.A.L.O.)

H.A.L.O. must receive the signed contract and photos of items to be sold before your application can be processed. You will only be permitted to sell or display items that are in the photos you submit.

Application (Including payment & photo of display) deadline is January 15, 2024.

**Vendor fee is \$75.00/tent site**

**Non-Profits are fees waived**

Full payment must be received upon receipt of approval email. Any exhibitor not accepted will be notified by email. Fees are non-refundable once H.A.L.O. accepts a vendor.

Applications will be processed in the order in which they are received. We require a description of all things you will be selling and a detailed photo of your items along with the setup display.

You may not sell items other than those approved in advance. Photos will not be returned. If approved, an email of acceptance will be issued to inform you of the acceptance. Fees will not be due until you receive your notice of acceptance. All exhibitors will be subject to the same rules and regulations

### RULES & REGULATIONS

The failure to comply with the terms of this Agreement and the Rules and Regulations shall constitute a default and subject you to immediate expulsion from the Festival, plus damages for any losses sustained by the H.A.L.O. or the City of Fellsmere, if the default is not immediately corrected after verbal notice.

Exhibitor spaces are 10' frontage and 10' in depth. Every tent must be weighted.

Each vendor must be ready to open by 10:00 am on the day of the event. No subletting or reassignment of your space. All booths must be manned during hours of Festival operation.

Close is 6:00 pm.

Equipment and booth teardown may only occur after 6:00 pm and everything must be removed by 9:00 pm. No exhibitor vehicles will be permitted on the festival grounds until Saturday after 6:00 pm. You are responsible for leaving your space clean, including removal of trash and debris. All trash must be placed in dumpsters.

Limited parking is available in the designated parking area of the NW corner of Cypress & 512. Vendors/Exhibitors are responsible for supplying tents, tables, 5lb ABC Fire Extinguisher and other equipment necessary for their display. Tent must be approved fire resistant. Your approval email will provide the Indian River County application for your display which must be filled out and returned with your application fee.

Weather is unpredictable and can present challenges for vendors and guests. Please note weather conditions will not give cause or justification for your absence or departure. Fees will not be refunded due to inclement weather. Any decisions regarding closure of the Festival will be at the sole discretion of H.A.L.O.

Exhibitor's entire display must fit within assigned space. No exhibitor may extend past the approved designated space as determined by H.A.L.O. Your space will be clearly marked. Please do not plan on placing any racks, displays or products outside of your space. Anything placed in aisles will be grounds for removal from the festival. Trailers will not be allowed behind the exhibitor's tents.

You are responsible for collecting and submitting all appropriate taxes.

Any attempt to sell unapproved items will not be tolerated. The Festival reserves the right to close and/or remove exhibitor who have serious violations or lack of professionalism. We reserve the right to cancel or eject any disruptive or fraudulent exhibitors without refunds. This contract is not assignable or transferable. Only businesses, groups or organizations listed on the application will be permitted to operate or advertise from the festival location.

No unsolicited vendors offering food or beverage for on-site consumption will be allowed; H.A.L.O. will provide these items.

**No political merchandise or booths will be allowed. NO FLAGS are permitted, including but not limited to local, international, state, national or political.**

Music is to be kept at a reasonable level and not to be heard beyond booth. In the event there are complaints about the volume, H.A.L.O. will determine if action is warranted. If a violation occurs, a verbal warning will be issued. A second violation will result in a \$25 fine. Any further offenses may result in additional fines and the removal of music from the booth.

No form of gambling will be allowed. No illegal activities will be allowed.

Public bathroom facilities are provided on the festival grounds. No other facilities will be allowed.

The undersigned hereby releases and forever discharges its employees and agents, H.A.L.O., all volunteers putting on the festival (hereafter call Parties), from any and all liability of any kind for any loss or damage to personal property during participation in the Spayghetti Festival and agrees to hold harmless, defend and indemnify H.A.L.O. against all claims, losses, damages or liability of any kind, including costs and attorney's fees arising out of participation in the Spayghetti Festival. Any litigation arising out of this Agreement shall be in Indian River County, Florida and shall be decided on Florida Law.