

# MUDBUG MADNESS FESTIVAL #26

## CRAFT VENDOR POLICY

Downtown Shreveport Unlimited and Vendor agree that the Booth Rental Agreement shall be governed by the following terms and conditions:

### 1. Reservation of Space and Payment of Booth Rental Cost:

The total cost of rental for four (4) days, May 21–May 24, 2009, will be \$600.00. Each craft vendor is required to submit a completed application along with booth rental fee on or before February 27, 2009. Checks should be made payable to: Downtown Shreveport Unlimited – Mudbug Madness. Booth location will be determined by the Mudbug Madness Committee. Should your application be rejected by our committee, your check will be returned to you. **Checks will not be deposited until after notification of acceptance.**

\*Booth rental fee includes a 10 x 20 tent, two 6-foot tables, one **ASSIGNED** standard parking space to be used for transportation vehicle **ONLY** and a limited number of passes for festival entrance. Please complete the information regarding the vehicle that will be utilizing the assigned parking space. A pass will be made for that vehicle only. Passes are not transferable.

Make: \_\_\_\_\_  
Model: \_\_\_\_\_ Color: \_\_\_\_\_  
License Plate Number: \_\_\_\_\_ State: \_\_\_\_\_

### 2. Fee Schedule and Cancellations:

Booth rental fee of \$600.00 is non-refundable and non-transferable unless written notice of cancellation is received forty-five (45) days prior to the festival opening date.

### 3. Acceptance:

Upon acceptance, Applicant agrees to abide by all rules set forth by the Mudbug Madness Festival Policy and to honor instructions as deemed necessary during the event as issued by either the Festival Chairman and/or DSU designee.

### 4. Cancellation, Rejection or Eviction of Vendor:

DSU reserves the right to reject any prospective vendor and may regain immediate possession of any rental space and evict vendor from the festival for cause, including, but not limited to, a breach of this Agreement. This Agreement is not subject to cancellation by Vendor except as provided herein. DSU reserves the right to evict Vendor from the festival site for behavior which is, or might be, judged detrimental to the successful operation of any DSU function or infringes on the rights of other Vendors. Any such judgement by DSU and the festival Planning Committee is final and shall be in the sole discretion of DSU.

### 5. Unforeseen Events:

DSU cannot guarantee Vendor's protection from loss or insure against loss for any reason. Vendor hereby waives any claim for incidental or consequential damages or compensation resulting from the inability to use the premises and agrees that DSU may retain the portion of payments made by Vendor necessary to cover expenses incurred by DSU incidental to the opening and management of the festival through the time of termination.

Vendors are urged to insure their equipment and craft items at their own expense. DSU will not be responsible for any injury that may occur to any employees, theft, loss of life or damage to any property from any cause whatsoever, regardless of whether management furnishes guards or night watchmen.

**6. Use and Occupancy:**

**Festival Hours: Thursday - Sunday– 11am until 11pm**

DSU may, in its sole discretion, assign, designate or change Vendor's booth area location. The festival will provide:

- (1) 10' x 20' covered booth to be used for craft display and sales; No display racks or cases will be allowed outside of covered booth.
- (2) Electrical outlets based on requirements outlined by vendor on application.
- (3) Two 6-foot tables
- (4) One uniform booth sign.

\*Only **pre-approved electrical equipment** will be allowed in booth. Electrical capacity cannot be increased once festival has begun. Vendor must provide tent lighting.

The Mudbug Madness Festival has exclusive rights to all cups, T-shirts and caps sold at the site.

Booth location will be determined by the Mudbug Madness Committee. Booth construction shall not be altered by the Vendor. **WE ENCOURAGE YOU TO DECORATE YOUR BOOTH!**

Vendor banners may extend a maximum of four (4) feet above booth awning. Vendor is responsible for ensuring proper banner size prior to festival opening. No exceptions will be made.

Vendor shall staff its booth during all hours of the festival and booth shall not be left unattended until after the publicized closing hour.

Vendor **must** check in with Craft Chairman by 2pm Wednesday, May 20, 2009, or contract is null and void. Should you not check in by 2pm, your booth will be removed from the site or sold to another vendor. Vendor must be completely set up by 4pm on Wednesday, as no equipment can be moved into the site after that time. It is permissible for craft vendors to set their **inventory only** on Thursday morning. Equipment and fixtures may be removed from the festival site **after** closing on Sunday or on Monday, May 25, 2009, beginning at 8am.

**VENDOR SHALL SUPPLY ONE GENERAL PURPOSE FIRE EXTINGUISHER TO BE KEPT IN BOOTH AT ALL TIMES.**

Booths must be staffed and operated during all hours of the festival commencing at 11am through 11pm all four days.

No vehicles will be allowed on the festival site after 11am each day of the festival. Vendors must have ample inventory in the booth by 11am or else the inventory will have to be walked in. Service gates to the site will shut at 11am promptly. There will be absolutely no exceptions.

**7. Early Departure:**

All vendors must remain open during festival hours. Should vendor sell all merchandise prior to festival closing, vendor must continue to occupy booth until closing on Sunday night. Early departure from the Mudbug Madness Festival constitutes breach of contract and assessment of a \$250.00 fine.

**8. Sale or Distribution of Craft Items:**

Craft vendors may only distribute approved items, which shall not include T-shirts, caps, posters, or drinking cups. No food may be sold or distributed for consumption on festival premises by anyone except authorized food vendors.

**THE MUDBUG MADNESS FESTIVAL RESERVES ALL RIGHTS TO BEVERAGE SALES. NO EXCEPTIONS WILL BE MADE.**

**9. Right to Enter:**

It is agreed that representatives of DSU may, at all times, enter into and upon said premises and examine the same and condition thereof.

The Mudbug Madness Committee Chairmen, planning committee members as assigned, and DSU reserve the right to examine any product or item sold prior to application approval and periodically during the festival.

**10. Waiver of Liability:**

It is specifically agreed by the parties to this Agreement that DSU, its agents, employees or assignees are in no way liable for any loss, damages or theft of any property belonging to the Vendor while on the site, grounds and area of the Mudbug Madness Festival. The Vendor specifically acknowledges that DSU provides no insurance and accepts no responsibility for any such loss whether the said loss is by accident, act of God, intentional act of destruction or theft.

**11. Indemnification and Hold Harmless:**

Vendor agrees to hold harmless, indemnify and defend DSU, its directors, officers, employees, agents, insurers, successors, assignees and any person or entity to which DSU owes a similar duty of indemnification (each of these persons and entities being referred to for purposes of these indemnifications and hold harmless provisions as "DSU") from and against all actions, liabilities, claims, assessments, taxes, fees, charges, losses and expenses associated in any way with the investigation, processing or settlement of a claim whether valid or not, any amount charged by a governmental body, and the attorney's fees which would not have been incurred but for the submission of a claim) arising out of, resulting from or any way associated with or contributed to by an claimed act, omission, negligence, fault or violation of law, regulation or rule by Vendor or any of its employees, agents, others employed directly or indirectly by Vendor, volunteers or other persons in or about Vendor's booth or bulk area.

**12. No Assignment:**

This Agreement is based upon the personal relation between the parties. Vendor shall not have the right to assign, share or sublet this Agreement or any interest in this Agreement, and this Agreement shall not be assignable by operation of law without DSU consent.

The undersigned has read and agrees to all the terms set forth above, as well as the terms of any attached addenda.

**VENDOR AGREES AND ACCEPTS:**

\_\_\_\_\_

Representative

\_\_\_\_\_

Date

\_\_\_\_\_

Title