

Freeland Walleye Festival Food Vendor Rental Agreement

**Please initial each page and sign the last page to indicate that you have read and agree to all terms.*

GENERAL INFORMATION

The Freeland Softball committee has entered into an agreement with the Freeland Community Schools to use the parking lot at The Freeland Learning Center to provide vendors a space to set up.

Vendors are invited to rent one or more spaces in these parking lot areas for the cost of \$200 per space per day on Friday April 26th and Saturday April 27th, 2024. The spaces for food vendors will be less "controlled" and meant to provide you whatever space you need to operate.

RULES AND REGULATIONS

- All vendor space rentals are subject to the terms and conditions set forth below. This rental agreement is not transferable or re-sellable. Acceptance of the rental agreement constitutes the renter's consent and agreement to abide by all the terms and conditions of the agreement. Failure to obey the terms and conditions set forth in the rental agreement or to obey any request of the Freeland Walleye Festival Committee or The Freeland Softball Committee shall result in the revocation of the rental agreement and forfeiture of the vendor's space and fee. No refunds will be issued for any reason. No rain checks will be issued.
- The intent of this contract is to set forth guidelines that shall be adhered to by the Freeland Softball Committee and those who wish to participate as vendors in specified areas during the festival.
- Any violation of these rules and regulations could result in your removal from the Freeland Walleye Festival.
- This agreement is entered into by both parties to promote a successful experience for both parties, and is also meant to protect the Freeland Community Schools, the Freeland Softball Committee, and The Freeland Walleye Festival Committee from liability that may otherwise be incurred due to providing the opportunity for vendors to participate.
- All areas included in this agreement are located on Freeland Community School District property, and as such may also fall under state and local laws that shall take precedent at all times.
- Neither The Freeland Softball Committee, Freeland Walleye Festival Committee or Freeland Community School District shall be responsible or liable to the vendor for any loss or damage that may result to the vendor or their property from water, fire, explosion, theft, willful or negligent act of The Softball Committee or Walleye Festival Committee or its officers, employees, or agents, or from any other source or cause whatsoever.
- The Vendor, his or her employees, assistants, helpers, or family members agrees to protect, indemnify, and to hold harmless the Freeland Community School District, the Freeland Softball Committee, The Freeland Walleye Festival Committee, and their officers, directors, employees, and agents from and against any and all claims arising from the acts of any individual involved in the planning and operating of the Freeland Walleye Festival. Vendors, including agents, employees, or contractors also release any such demand or action for, injury to, or death of, persons, or loss of, damage to, property occurring on or adjacent to the premises.

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RULES AND REGULATIONS (continued)

- It is mutually agreed that this contract or the privileges herein cannot be re-assigned, sublet or otherwise disposed of without the written consent of the Freeland Softball Committee or The Freeland Walleye Festival Committee. By signing and returning the registration form, the participant has agreed to abide by all rules and regulations of the Freeland Walleye Festival Vendor Area listed in this contract or communicated in other ways throughout the planning of the festival.

SCHEDULE

- **Vendor Area Hours:** Friday and Saturday 9:00 a.m. – 8:00 p.m.
- **Vendor Check-in Time:** Vendors should check-in with the Softball Committee Volunteers on the first day they plan to set-up prior to 8:30 a.m.
- **Setup and Teardown Times:** Vendors may begin setting up at 7:00 a.m. and are welcome to remain on the premises until 9:00 p.m. each day to tear down. Please have your area set-up prior to 10:00 a.m. to avoid the movement of supplies through the walking areas. All vehicles used during setup or teardown should be used *only* during setup and teardown times.
- Vendors are permitted to be in the vendor area only during designated times, including designated vendor extended hours. The same rule applies to vendor vehicles in the parking area, with the exception of those who arrange for overnight parking.

VENDOR PLACEMENT

- Spaces will not be considered reserved until registration form is filed and payment is received in full.
- Most spaces for vendors and parking will be located at The Freeland Learning Center. The final placements will depend on the number and types of vendors, and at the discretion of the Freeland Softball Committee
- Final space assignments will be assigned by the festival committee and may not be issued or available until very close to or on the date of the festival to ensure that, based on the numbers and types of vendors, the vendor area can be arranged to maximize exposure and convenience for all involved.
- No refunds will be issued based on a vendor's disagreement of placement.
- Vendor spaces will be arranged in an asphalt parking lot area. Some may be located on the edge of the lot and others will be located in the middle of the lot. The festival vendor committee will try to work with vendors regarding their preference for a specific location, but *all* final decisions will ultimately be made on the morning of the festival during setup to best fit all vendors.
- Sellers must use only the spot assigned to them. There will be no selling in walkways. All vendor supplies/displays must be contained within the designated space.
- Vendors are permitted to set up tents and/or overhead structures PROVIDED they are within the dimensions of the rented space.
- No canvas covers may be erected that extend into a walkway or driveway. No nails, stakes or any material may be driven into the pavement for any reason. All awnings and covers must be weighted or tied down using weights or other devices.

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VENDOR PLACEMENT (continued)

- Additional Space Needs - All vendor supplies, products, and set-up materials must be contained completely within the rented area. Otherwise, you will need to rent more than one space if there are still additional spaces available (please plan ahead).
- If a vendor sets up a tent/structure that is larger than their rented space, the vendor area staff reserves the right to ask the vendor to move/remove it. Failure to comply with this request will result in removal from the festival and forfeiture of rental fee.
- **No Electricity** - No access to electricity will be provided to vendors. If you need electricity and plan on using a generator, please indicate that on your vendor application.
- Participants should not plan to “spread out” and unfairly take advantage of end or outside row space.
- Vendors are required to provide their own tables, chairs and all other supplies to set up your space.
- All transactions must be conducted within the participant’s booth. Strolling vendors are NOT permitted within the vendor area or along the streets outside of the school property.

PARKING

- Vendors will ONLY be allowed to park in a specific area designated for vendor parking. Handicap parking and exceptions for those vendors who NEED to be close to their spaces may be made and should be requested on the vendor application.
- Vendor Parking Spaces may not be located in the same parking lot as the vendor area. This will depend on the number of vendors who register and availability. All parking spaces will be located within a mile of the vendors space (at one of the two schools).
- Overnight Parking - Any and all vehicles requiring overnight accommodations will be required to pay an additional \$25 per day (payment must accompany vendor registration). These vehicles will be permitted to park in the vendor parking lot overnight on Friday and Saturday night only. These vehicles will require a parking pass, which they will receive upon arrival at the festival. Vehicles without the proper parking pass will not be permitted to be left overnight on school property and will be towed, if necessary, at the owner’s expense.
- Parking lots are not gated or secured. The Walleye Festival, The Freeland Softball Committee, Freeland School District, and any of our organizers or staff are not responsible for damage or loss incurred by anyone parking a vehicle in the lot overnight or at any time.
- Please Note: As with vendor spaces, there is no electrical, water, or sewer hookup available to vendors who wish to reserve overnight parking. Generators may be permitted for vendors who wish to use them and indicate that need on their vendor application.

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GENERAL TERMS AND CONDITIONS

- Non-Smoking Venue - As our venue is located on school property, smoking is NOT PERMITTED in any area at any time.
- Animals - Animals are not permitted by any vendor or guest (except registered service animals).
- Pets - Animals are not permitted in the vendor area. In some *very special cases*, exceptions MAY be made for vendors if they are traveling from out of town with their pet. Prior approval must be obtained and the pet must have all up to date vaccinations and be kept confined away from attendees.
- Booth space reservations are non-refundable. Please understand that once you submit your application/registration, we reserve a space for you. This means that the space is no longer available for others, so if you cancel at the last minute, we may have lost another vendor who could have rented the space. This is why we do not refund for cancellations.
- No firearms will be permitted for any reason on the premises. This is a requirement of the Freeland Community Schools.
- No pornographic or lewd materials will be permitted to be sold or displayed by any vendor at the festival. The appropriateness of materials being sold will be solely decided by the Freeland Softball committee.
- Vendors shall remove all items and materials at the completion of the festival. Vendors with abandoned items left in your space that we have to move/dispose of will be billed a clean-up fee of \$25-\$50 depending on the amount of material left behind.
- NOTHING BESIDES CLEAN ICE AND WATER SHALL BE DUMPED ANYWHERE ON THE PREMISES. If you need to dispose of ice or water, please be sure to dump it off the parking lot and walkway areas to avoid a slipping hazard.
- Security & Safety - While the Freeland Walleye Festival committee *may* provide for *occasional* patrol by security guards during the festival, and we will make every effort to protect our vendors' merchandise and safety, we are not responsible for any incidents that may occur. We encourage vendors to leave very little on-site at the end of the day and to carry event insurance for protection in the event of any incidental damages/thefts.
- The Walleye Festival Committee, Freeland Community Schools, The Freeland Softball Committee, and/or any staff member, sponsor, partner, or owner(s) of either group are not responsible for lost, stolen, or damaged merchandise. By entering into this Walleye Festival Vendor agreement, you agree to hold the Walleye Festival Committee, The Softball Committee, and the Freeland Community School District harmless for any and all damages to property, merchandise, and/or injuries to and/or caused by vendors and/or employees or agents of vendors, and/or attendees that are possibly incurred while at the event.
- Handicap/Special Needs - Please contact us IN ADVANCE of the show if you feel you will need special provisions for a wheelchair or other handicap access needs. If you let us know what your needs are as early as possible prior to the show, we will gladly try our best to accommodate those needs.

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GENERAL TERMS AND CONDITIONS (Continued)

- Alcohol & Drugs - No alcoholic beverages or illegal drugs are to be sold or consumed on the premises at any time during the show or during set-up and tear-down times.
- Illegal Merchandise - No illegal merchandise of any kind is to be sold at any time during the festival. If you are caught selling any illegal merchandise, you will be asked to leave immediately and the authorities will be notified. If asked to leave for this purpose, no refunds will be issued for your space rental.
- Dress Code - The Freeland Walleye Festival is a family-friendly event. As such, a conservative and decent dress code is enforceable at the sole discretion of Freeland Walleye Festival organizers and the Freeland Softball Committee.
- Vendors are solely responsible for any banking institution fees incurred due to NSF (Non-sufficient Funds) checks. Additionally, the organizers of the Softball Committee and The Freeland Walleye Festival will assess a \$25 Returned-check fee for all instances of NSF.
- Additional/Changes in Rules - We reserve the right to add additional rules and change/revise rules, as needed. Should this be done, additional copies of revised rules will be available on our webpage and will be posted at the show. A change of rules is not expected, but we want to make sure that if we missed anything during this first year of offering vending space, we can fix that mistake.
- All Vendors - All food vendors are responsible for obtaining, and must provide documentation upon request, product liability insurance and adequate insurance coverage for persons working within their booths. Please submit insurance policy with Certificate of Insurance if possible.
- All laws and regulations that apply to the type of vending participants are doing are to be followed. It is the responsibility of the vendor, and not the Freeland Softball Committee and The Freeland Walleye Festival Committee to know, understand, and adhere to these laws and regulations. *For example; If a food vendor is required to pass inspections of their products, they should be prepared to do so. The festival committee will not be responsible for ensuring that vendors follow this type of law.
- Vendor is responsible for sales tax and all license requirements. The collection and payment of sales taxes are solely the responsibility of vendors/businesses. We urge (but do not require) all vendors to obtain a tax number if applicable.
- The Softball Committee and the Freeland Walleye Festival Committee reserves the right to refuse entry to any person, entity, or organization for any reason at any time.
- The Softball Committee and the Freeland Walleye Festival Committee reserves the right to refuse admission to any seller, and to inspect all merchandise.
- No games of chance, skill, or raffles are allowed.
- No fireworks, handguns, or dangerous items may be sold.
- Dealers are responsible for making sure that any pictures, books, records, etc. on display are acceptable for children of all ages.
- Soliciting signatures and distributing of handbills must be done in an orderly manner and only within the vendor's space. No soliciting or distributing handbills in walkways. Anyone not complying with this rule may be removed and denied future admission.

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GENERAL TERMS AND CONDITIONS (Continued)

- Vendors shall comply with all laws, ordinances, and regulations of Federal, State, County, Municipal, or other lawfully authority pertaining to the vendor’s use of the premises, and shall at all times conduct himself in an acceptable manner.
- Vendor must regulate the volume of radios, televisions, stereos, and sound amplification equipment so as not to interfere with those occupying adjoining spaces. Decisions regarding volume levels will be made, if necessary, by festival organizers.
- Sellers must leave their space clean and free of all trash. Violators will be subject to a fine and possible future refusal to sell at The Freeland Walleye Festival.
- All applicants expressly agree to release the Softball Committee, The Freeland Walleye Festival, The Freeland Community Schools, and all organizers and staff of any liability, injuries, or loss to all persons or property for anyreason.
- **Please take the time to re-read the rules and regulations prior to the festival!**

By signing below and **initialing each page**, Vendor indicates that they have read and agree to all rules, regulations, and instructions found in this rental agreement. Rental agreement should be mailed, along with completed registration form and payment to **Freeland High School, ATTN: Michelle Wells – 8250 Webster Rd - Freeland, MI 48623** prior to Friday April 19,2024 (Postmarked by Wednesday April 17th).

Please Make Checks Payable to Freeland Softball Committee with Vendor Space in the Memo

Signature: _____ **Date:** _____

Updated 02/02/2024.

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