



**VENDOR REGISTRATION FORM**

PO Box 369, Spring City, TN 37381

**Festival Dates:** **AUGUST 19, 2017 and**  
**AUGUST 21, 2017 (food vendors only)**

**Registration Deadline:** **AUGUST 09, 2017**

**No registration accepted after August 09** **Furnishings not included**

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Web Site: \_\_\_\_\_

**PLEASE RESERVE**

**Before August 1**

**After August 1**

\_\_\_ 12x12 exhibit booth @ \$45

\_\_\_ 12x12 exhibit booth @ \$55

\_\_\_ 12x12 food truck @ \$45

\_\_\_ 12x12 food truck @ \$55

\_\_\_ 12x24 food truck @ \$60

\_\_\_ 12x12 food truck @ \$70

\_\_\_ 12x36 food truck @ \$75

\_\_\_ 12x12 food truck @ \$85

\_\_\_ Additional (adjoining) booth spaces @ \$45

\_\_\_ \$55 if after August 1

\_\_\_ Electricity add \$10 per booth

\_\_\_ Electricity and water additional @ \$20

\_\_\_ Renting space for both Saturday, August 19 and Monday, August 21 @\$10 for each space  
(food vendors only)

\_\_\_ Security Deposit \$ 35.00 (Refundable providing all Terms and Conditions are met.)

**TOTAL: \$ \_\_\_\_\_**

**ARTIST/CRAFTER PRODUCT DESCRIPTION:**

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**RETAIL/SERVICES PRODUCT DESCRIPTION:**

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**FOOD TYPE DESCRIPTION:**

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- Artists and crafters must include a minimum of five (5) sample pictures of their work to be displayed or sold.
- Service vendors must identify the services being offered. Food vendors must provide proof of insurance, including additional insureds, and include a sample list of the products to be sold with pricing. Food vendors also need to register with the Rhea County Health Department no later than 2 weeks prior to the event. All inspection costs will be paid by vendor.
- A confirmation email will be sent after registration is complete.
- NO REFUNDS will be made for cancellations after August 11, 2017.
- Booth assignments will be emailed by August 16, 2017.
- **All Vendors are prohibited from selling or distributing alcoholic beverages of any kind.**

**Make the Check or Money Order Payable to the Town of Spring City**

Return your Vendor Registration Form, Release Form, and payment to:

**The Town of Spring City  
Spring City Eclipse Festival  
PO Box 369  
Spring City, TN 37381**

I have read the Vendor Terms and Conditions and will adhere to the requirements.

Signature: \_\_\_\_\_

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

## **VENDOR TERMS AND CONDITIONS**

The Spring City Eclipse Festival Committee agrees to permit vendor to rent a booth during the Spring City Eclipse Festival. In consideration of the foregoing and of the promises and mutual covenants herein, the parties agree as follows:

### **1. HOURS OF OPERATION:**

Vendor booths must be fully staffed, and must remain fully staffed, and prepared to serve attendees on Saturday, August 19, 2017 from 10:00 a.m. to 5:00 p.m. at Veterans Park , and from 2:00 p.m. to 9:00 PM at Nature Park. Vendor understands that the Spring City Eclipse Festival will be held at Veteran's Park, Park Street, Spring City, Tennessee, and at Nature Park, Front Street, Spring City, Tennessee at said time and date, regardless of weather.

### **2. SET-UP.**

The Spring City Eclipse Festival will assign your vendor space and at which park you will need to set up. Vendor may set-up on Friday, August 18, 2017 beginning at 5:00 p.m. and must be complete no later than 9:00 p.m. that evening. Security will be provided overnight. Set-up will be from 7:30 a.m. to 9:30 a.m. if you wish to wait until Saturday, August 19, 2017 to set up at Veteran's Park and will be from 11:00 a.m. to 1:00 p.m. at Nature Park. No cars will be allowed on-site after 9:30 a.m. on Saturday at Veteran's Park and at 1:00 p.m. at Nature Park. Veteran's Park and Nature Park site access by vehicle on Saturday morning will be limited to 20 minutes only and strictly monitored.

### **3. WEATHER.**

The Spring City Eclipse Festival will run rain or shine, there will be no booth refunds if there is inclement weather. If there is a rainout on Saturday, the Spring City Eclipse Festival may make the determination to refund security deposits for food vendors as long as the vendor returns on Monday (if a vendor spot has already been reserved for Monday), even if the vendor chooses to close early on Saturday.

### **4. SALES & AUDIENCE SIZE.**

The Spring City Eclipse Festival does not guarantee sales or audience size.

### **5. ADVERTISING.**

The Spring City Eclipse Festival will advertise to the best of its ability within the restraints of our operating budget.

### **6. BOOTH SIZE.**

Booth size will be 12 feet wide by 12 feet deep for vendors. Vendor understands that the Spring City Eclipse Festival, in its sole discretion, will assign space. Vendors must provide all supplies necessary to operate, including a properly weighted tent or canopy (if desired), tables, extension cords, and, for those needing water, your own food grade water hose.

## **7. SPACE RENTAL FEE.**

Vendor agrees to rent a booth space during the Spring City Eclipse Festival to be held August 19, 2017, as indicated in registration forms. *ALL FEES ARE DUE AND PAYABLE BY AUGUST 11, 2017 ALONG WITH THE SUBMISSION OF THIS AGREEMENT.* No subletting of booth space shall be permitted.

### **Booth Space:**

**\$45 before August 1, \$55 after August 1 until the registration deadline of August 09, 2017.**

### **Additional Booth Space:**

**\$45 before August 1, \$55 after August 1 until the registration deadline of August 09, 2017.**

**Booth with Electricity: Add \$10 per booth**

**Booth with both Electricity and Water: Add \$20 per booth**

## **8. ELECTRICAL SERVICES.**

Should a Vendor require electrical power for their booth, the Spring City Eclipse Festival can provide limited electrical access for an additional fee of \$10 per booth. Vendor will provide their own extension cord(s). There will be no electricity, generators, trailers, vans or other such mechanical devices allowed unless approved by the Spring City Eclipse Festival. Please keep these restrictions in mind when planning your operations.

## **9. SECURITY DEPOSIT.**

All Vendors will be required to provide a security deposit in addition to the booth rental. This deposit shall be refunded to vendor following the Festival, barring any failure to comply with the Terms and Conditions herein. Deposits will be refunded within 2 weeks after the end of the festival.

**Security Deposit: \$35**

## **10. LOAD-OUT.**

All materials must be removed from the Veteran's Park grounds by 10:00 p.m. and must be removed from Nature Park grounds by midnight on Saturday, August 19, 2017.

## **11. INSURANCE.**

All vendors must have and maintain the appropriate applicable liability insurance coverage as required under Tennessee law for the sale of goods or services.

## **12. SALES TAX.**

All Tennessee and Rhea County sales taxes are the responsibility of the vendor. The Spring City Eclipse Festival assumes no liability for the collection of improper sales tax.

## **13. BEVERAGE SALES.**

**All Vendors are prohibited from selling or distributing alcoholic beverages of any kind.**

#### **14. PUBLICITY.**

Upon receipt of payment and registration approval, vendor agrees to allow use of names, likenesses, and other materials, as may be deemed appropriate for advertising, publicity, or marketing promotion of the Spring City Eclipse Festival without compensation. Vendor may be asked to link to our website to help us promote the festival.

#### **15. GRASS.**

*DO NOT DRIVE ON THE GRASS.* Vendor accepts liability for any damage to the grounds or other City and public or private property.

#### **16. SIGNAGE.**

Vendor may only display its own business signs and banners within the assigned booth space.

#### **17. TRASH.**

Spaces must be free of trash, litter and other refuse at all times.

#### **18. CONDUCT.**

Vendors may not smoke or consume alcoholic beverages within any assigned space. Vendors must be suitably attired at all times. Behavior unsuitable for the Spring City Eclipse Festival or which constitutes a public nuisance will not be permitted. Vendors will not engage in loud, live or recorded music during Spring City Eclipse Festival. The Spring City Eclipse Festival, in its sole discretion, shall determine whether an act is unsuitable.

#### **19. CONTENT.**

Nothing can be sold, distributed or displayed that can be construed as unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane, or any other material that could give rise to any civil or criminal liability under the law.

#### **20. STORAGE.**

There will be no storage allowed outside the booth space for any supplies, equipment or inventory.

#### **21. CHANGE.**

The Marketplace is not responsible for providing change to vendors.

#### **22. CANVASSING.**

Vendors may canvass only from inside their booth space. Canvassing from outside of the booth space is not permissible and vendor shall be liable for immediate closure, removal from the Spring City Eclipse Festival and loss of all submitted monies.

**23. SITE INSPECTION.**

Vendor is responsible for leaving their designated space as found. Failure to do so will result in, at the sole discretion of the Spring City Eclipse Festival, loss of security deposit and/or charges to repair or correct the situation. Vendor is responsible for returning the vending site to its original physical condition from the Veteran’s Park grounds by 10:00 p.m. and from Nature Park grounds by midnight on Saturday, August 19, 2017.

**24. GOVERNING LAWS.**

This Agreement shall be governed by the laws and the health, sanitation and fire regulations of the State of Tennessee.

**25. SECURITY.**

Vendors are responsible for the security of their own property and equipment at all times. No security personnel will be assigned specifically to vendors. The Spring City Eclipse Festival shall not be held responsible for loss, theft or damage to any property left on the grounds at any time.

**26. VIOLATIONS.**

Vendor acknowledges that a breach of any of the terms of this Agreement may result in the termination of this Agreement and the preclusion of the vendor’s participation in the Spring City Eclipse Festival. In the event this Agreement is terminated as a result of any breach by vendor, vendor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

**27. LIABILITY.**

Vendor shall indemnify and hold the Spring City Eclipse Festival, the Spring City Eclipse Festival staff, contractors and volunteers harmless from any claim or cause of action arising out of or in connection with the acts or omissions of vendor under this Agreement, and shall reimburse the Spring City Eclipse Festival for any costs, including but not limited to, reasonable attorney’s fees incurred in defense against any such claim.

**28. AGREEMENT MODIFICATIONS.**

No prior or present Agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement. No modification or change in the Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound hereto.

**29. CANCELLATION.**

Vendor understands in the event the vendor cancels after August 11, 2017, the entire booth fee will be forfeited.

**30. REQUIRED DOCUMENTATION.**

Vendor agrees that, in the event this Agreement is terminated as a result of vendor’s failure to provide any required documentation, Vendor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

### **31. RESOLUTION OF DISPUTES.**

In the event of a dispute arising in any manner as a result of, or in any way related to, this Agreement, the parties hereto agree to submit the same to mediation and/or arbitration as a prerequisite to legal action. In the event arbitration or legal action is commenced, the prevailing party shall be awarded reasonable attorney's fees and costs incurred a result of said dispute.

### **32. BOOTH ACCESS.**

The Spring City Eclipse Festival and its agents or assigns shall have access to the aforesaid described space and premises at all times. Booth space cannot be assigned or leased by any organization other than the Spring City Eclipse Festival management.

### **33. DISPLAYS.**

The Spring City Eclipse Festival reserves the right to locate any exhibit or display where it is in the best interest of the Festival. The Spring City Eclipse Festival reserves the right to cancel any exhibit or display that is not in the best interest of the Spring City Eclipse Festival.

### **34. VENDOR SELECTION.**

Vendor selection is at the sole discretion of the Spring City Eclipse Festival. Please note that all applications will be reviewed and a selection process will make the final determination of food vendors that will participate.



# RELEASE FORM

**RELEASE OF LIABILITY:**

In consideration of my participation in the 2017 Spring City Eclipse Festival, on behalf of myself and my heirs, my spouse, legal representatives, devisees, legatees, executors and administrators, successors and assignees, I hereby waive, release and forever discharge any and all rights and claims for damages which I have or may have, or which may hereafter accrue to me against the Spring City Eclipse Festival, all counties, special districts and properties through or upon which the Spring City Eclipse Festival will be held, or against its, or their, respective officers, employees, agents, representatives, successors, directors, members, promoters, sponsors, advertisers, owners and any other parties who may have liability to the Releasor(s) and/or assigns for any and all injuries or damages which may be sustained or suffered by me or by other persons in connection with my association with or participation in and/or arising out of my traveling to or from the event. I verify that I have full knowledge of the risks involved in this event; and I hereby assume all risks, known or unknown, foreseeable or unforeseeable, patent or latent, that exist or may exist in connection with this event. I also hereby give permission for the use of my name, likeness, image, picture, or other representation in any broadcast, telecast, print media account, or marketing of the Spring City Eclipse Festival.

Authorized Signature: \_\_\_\_\_

Printed Contact Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Contact telephone: \_\_\_\_\_

**Return to:**

Town of Spring City  
Spring City Eclipse Festival  
P. O. Box 369  
Spring City, TN 37381