



2021 Christmas Festival Vendor Application

_____ **Austell Christmas Family Fun Festival**
Saturday, December 4th
Downtown Austell



***To RESERVE space, payment is required with application**

_____ **Non-Food Vendor (10' x 10') \$100.00**

_____ **Food Vendor (10' x 10') \$100.00**

Date: _____

Business Contact: _____

Business Name: _____

Street Address: _____

City, State, Zip: _____

Phone Number: _____

Email: _____

Type of Business: _____

Details of Products Sold: _____

For more information, contact Debbie Ginocchio at 770-846-0469 or Debbie@SweetwaterMission.org

Vendor Rules and Regulations

For purposes of this agreement, all references to Sweetwater Mission 2021 Events are listed as Sweetwater Mission 2021 Events. The following rules and regulations established by SWEETWATER MISSION 2021 Events apply to all exhibitors/vendors. Approval for variances to these rules and regulations may be granted by the Sweetwater Mission 2021 Events Coordinator, in writing and at the sole discretion of Sweetwater Mission 2021 Events. Exhibitors must submit requests in writing or via email, at least 10 days prior to the event start date. Mail to: Sweetwater Mission, P.O. Box 802, Austell, GA 30168 or send email to Debbie@sweetwatermission.org. Please keep in mind that an approved variance is the exception to the rule, not a right. Factors to be considered include but are not limited to the likelihood that a variance may adversely affect neighboring exhibits, aisle traffic or general character of Sweetwater Mission 2021 Events.

Application Contract - Each exhibitor must execute a contract of which these Rules and Regulations are a part, for the right to use the space assigned. Signing the contract means you have accepted and agree to comply with all the Rules and Regulations. Sweetwater Mission 2021 Events has the right to deny any application. Monies for any application that is not approved will be returned to the contact listed on the application. Applications submitted without payment will not be processed and no space will be reserved. A service charge of \$40 will be imposed on any insufficient funds. Sweetwater Mission 2021 Events will pursue all legal and civil avenues allowable by law to collect the debt.

(over)

Payment and Cancellation and Refund Policy - Full payment is due with a signed application to reserve space. In the event of natural disasters or other unavoidable circumstances rendering it impossible or impractical for the Sweetwater Mission 2021 Events to take place, all payments made by the exhibitor for exhibit space shall be returned to the exhibitor. If the event is rescheduled, Exhibitor will have a choice of refund or space within re-scheduled event. Exhibitor waives any claim for damages or compensation for cancellation. Any notice of cancellation must be received in writing. If written notice of cancellation or rescheduling is received more than 29 days prior to the event, Sweetwater Mission 2021 Events will refund the balance. If notice is received 15 days or less prior to the event, no refund will be given. Written notice of cancellation must be emailed to: Debbie@Sweetwatermission.org or mail to: Sweetwater Mission, P.O. Box 802 Austell, GA 30168, fax to: 888-990-8306.

Installation & Dismantling of Exhibits - All installation and setup of exhibits will be scheduled for 6:00 a.m. - 7:30 a.m. on day of event. All exhibits must be fully operational by 7:30 a.m. Any booths sampling or selling open food & beverages must be prepared for a Cobb/Douglas County Health Department inspection as may be required on day of event. Take down will begin promptly at the close of the event, on day of event. Exhibitors may not dismantle their booth prior to the close of the event. Garbage and other items from the exhibit must be disposed of properly and space must be clean of all material. An additional fee will be charged for any exhibitor that does not leave the space in the same condition as it was prior to installation.

Selling & Sampling of Food and/or Beverages - All Caterers and Food Trucks must be licensed by the Cobb/Douglas County Health Department. Proof is required at the time of application. There are no exceptions. Additionally, the exhibitor's booth must be prepared for a Cobb County Health Department inspection as may be required on day of event.

Subletting of Space - Exhibitor may NOT assign, sublet or apportion to any other entity or individual all or any part of the exhibit space allocated and may not advertise or display goods or services other than those produced or sold by exhibitor in its regular course of business.

Responsibility - It is the responsibility of the exhibitor to follow all rules, regulations including state and federal laws. Exhibitors are responsible for any harm or injury caused to the public and other exhibitors.

Sale of Goods & Services - Exhibitor is solely responsible for obtaining any licenses, permits or approvals required under local or state law applicable to its activity and must be prepared for a Cobb/Douglas County Health Department inspection (food vendors) as may be required on day of event, as well as paying all taxes, license fees or other charges that shall become due to any government authority in connection therewith. All sales must be conducted within the confines of the booth and comply with all applicable federal, state and local laws and regulations. Exhibitors will hold harmless SWEETWATER MISSION, the SWEETWATER MISSION 2021 Events and the City of Austell &/or City of Powder Springs Management, its officers, employees, and members from any liability arising from the transactions taking place at the SWEETWATER MISSION 2021 Events. The SWEETWATER MISSION 2021 Events Management reserves the right to restrict sales activities that it deems inappropriate or unprofessional.

City of Austell &/or City of Powder Springs - In addition to the Rules and Regulations of the SWEETWATER MISSION 2021 Events, Exhibitors must follow all City of Austell &/or City of Powder Springs Rules and Regulations. SWEETWATER MISSION 2021 Events reserves the right to remove and cancel the contract without refund of any Exhibitor that is not following the Rules and Regulations or due to the actions found offensive, not moral or harmful to either the public or other exhibitors. No articles shall be posted, nailed or attached to any of the pillars, walls, doors, floors, etc. Exhibitors will be held responsible for any damages done to any buildings, equipment or decorations and booth space.

Booth Accessibility (Including Product Demonstrations) - All exhibitors must comply with the Americans with Disabilities Act (ADA). Exhibitor warrants and represents that its exhibit at the SWEETWATER MISSION 2021 Events will be accessible to all individuals in accordance with the ADA. Each exhibitor has the responsibility to assure proper traffic flow through the event. Aisles must not be obstructed at any time. It is the exhibitor's responsibility to ensure safety measures are taken on all demonstrations.

Distribution of Material - Exhibitors may advertise their participation in the SWEETWATER MISSION 2021 Events. Exhibitors who wish to include the sponsors in the advertisement must obtain written approval from the sponsors. Exhibitors may not distribute material outside their booth area without written permission from the SWEETWATER MISSION 2021 Events Management.

Indemnification - SWEETWATER MISSION 2021 Events Management, its officers, employees and members are not responsible for damaged or stolen material/items. Exhibitors shall carry insurance to cover losses & Liability and agree to hold harmless, any SWEETWATER MISSION 2021 Events, its officers, employees, members and City of Austell &/or City of Powder Springs or its Management and employees. Exhibitor agrees to indemnify and hold harmless the City of Austell &/or City of Powder Springs, SWEETWATER MISSION 2021 Events, its officers, employees and members from any liability to any person or persons for or by reason of any condition, defect or otherwise, of any apparatus, equipment or fixtures furnished by the exhibitor in connection with this exhibit. Exhibitor further agrees to hold harmless City of Austell &/or City of Powder Springs, SWEETWATER MISSION 2021 Events, its officers, employees and members from any liability to any person or persons for or by reason of any act or omission of said exhibitor, or any of his/her agents, servants or employees. Indemnity includes, but is not limited to, claims of copyright, trademark or patent infringement, unfair competition, and product liability. The exhibitor, on signing the contract, expressly releases the foregoing named association and individuals from any, and all claims for loss, damage or injury. Exhibitor assumes entire responsibility.

Certificate of Insurance - Each exhibitor must at its sole expense, procure and maintain a Commercial General Liability insurance policy in the amount of at least one million dollars (\$1,000,000) OR sign a holds harmless agreement indemnifying the City of Austell &/or City of Powder Springs and SWEETWATER MISSION 2021 Events Exhibitor agrees to provide a current Certificate of Insurance (COI) to Sweetwater Mission Inc, *no later than 30 days prior to the event* or submit the hold harmless agreement. Failure to provide proof of insurance or submit the hold harmless agreement will result in cancellation of booth space. The COI policy shall include the following required additional insured endorsement language: City of Austell &/or City of

Vendor Name (print): _____

Vendor Representative (print): _____

Signature: _____ Date: _____

Submit application to:

By email: Debbie@sweetwatermission.org

Fax: 888-990-8306

By Mail: SWEETWATER MISSION, P.O. Box 802, Austell GA 30168

Thank you for completing this application and for your interest in participating in Sweetwater Mission Events!