

BAYOU FEST/APRIL 15-17

Vendor, Exhibitor & Volunteer Release of Liability, Waiver and Indemnity: Terms and Conditions

Rho Omega and Friends, Inc. 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:

Applications must be received on or before March 25, 2021 and must be signed and accompanied by the total booth rental fee and a signed Vendor Policy as directed below. Application will NOT be considered without payment of fee in full.

2. Fee Schedule:

Fee includes up to five passes for booth workers.

- Food booth rental is \$600 for a booth or \$700 for a trailer before March 25, 2021 and after March 25, 2021 the fees increase to \$650 for a booth and \$750 for a trailer.
- Arts and Crafts rental is \$400 for a booth or \$500 for a trailer before March 25, 2021 and after March 25, 2021 the fees increase to \$450 for a booth and \$550 for a trailer.
- Campaign rental booths are \$600 before March 25, 2021 and \$650 after March 25, 2021

3. Insurance:

Proof of public liability insurance must be provided by each vendor after notification of acceptance and must include bodily injury, property damage and personal property injury in the amount of not less than one million dollars (\$1,000,000.00), naming Rho Omega and Friends, Inc. and the City of Shreveport as additional insured parties. Vendors will not be allowed to enter festival without prior submission of proof of insurance.

4. Cancellation:

Booth rental payments are non-refundable and non-transferable.

5. Acceptance:

Upon acceptance, applicant agrees to abide by all rules set forth by the BAYOU FEST Policy and to honor instructions as deemed necessary during the event as issued by Rho Omega and Friends Executive Director.

6. Rejection or Eviction of Vendor:

Rho Omega and Friends, Inc. reserves the right to reject any prospective vendor and may regain immediate possession of any rental space and evict Vendor from the event for cause including but not limited to a breach of this agreement. We reserve the right to evict Vendor from the festival site for behavior, which is or might be judged detrimental to the successful operation of any function or infringes on the rights of other vendors. Any such judgment is final and shall be in the sole discretion of the Executive Director of Rho Omega and Friends, Inc.

7. Unforeseen Events:

Rho Omega and Friends, Inc. cannot guarantee Vendor's protection from loss or insure against loss for any reason. If the premises to be used by the Vendor are affected by circumstances beyond the Vendor's control so that the premises cannot be used during the Festival as contemplated by both parties this agreement shall be terminated. Vendor hereby

waives any claim for incidental or consequential damages or compensation resulting from the inability to use the premises and agrees that Rho Omega and Friends, Inc. may retain the portion of payments made by Vendor necessary to cover expenses incurred by Rho Omega and Friends, Inc. incidental to the opening and management of the show through the time of termination.

Vendors are urged to insure their equipment and food at their own expense. Rho Omega and Friends, Inc. 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 guards or night watchmen are provided.

8. Use and Occupancy:

Rho Omega and Friends, Inc. may, in its sole discretion, assign, designate or change Vendor's booth location. The event will provide: (1) a covered booth no less than 10' x 10' (a charge will be assessed for any greater size) to be used for food, arts, craft, apparels and sales; and (2) 110-V electrical outlets (30 AMP circuit only). Booth construction shall not be altered by the Vendor.

Vendor shall staff its booth during all hours of the BAYOU FEST and booth shall not be left unattended until after the publicized closing hour. Vendors may begin to set-up Thursday, April 15, 2021 at 8:00 P.M. and shall arrange for removal of equipment and fixtures from Commerce Street/Festival site by Sunday, 10:00 A.M. April 18, 2021. Vendor must be completely set up by daily starting time of the event, as no vehicles can be moved into the site after that time. Vendor shall supply one general-purpose fire extinguisher to be kept in booth at all times.

Vendors are responsible for providing their own change. Booths must be staffed and operated during all hours of the event as follows:

- Friday - 5:30 pm until midnight (times subject to change)
- Saturday - 10am until (times subject to change)

9. Sale or Distribution of Food and Beverages:

Three (3) food items will be sold per vendor, as approved. No changes in menu or price will be tolerated. No food may be sold or distributed for consumption on festival premises by anyone except authorized food booths. Samples may be given at the discretion of the individual food vendor. Food vendors must have adequate cleaning supplies (soap, bleach, bucket(s)).

10. Right to Enter:

It is agreed that the Executive Director of Rho Omega and Friends, Inc. or the Food and Health Inspector reserve the right to examine any product, food or item sold prior to application approval and periodically during the event.

11. Waiver of Liability:

It is specifically agreed by the parties to this Agreement that Rho Omega and Friends, Inc., the City of Shreveport, its agents, employees or assignees are 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 BAYOU FEST. The vendor specifically acknowledges that Rho Omega and

Friends, Inc. provides no insurance and accepts no responsibility for any such loss whether the said loss is by accident, act of God or intentional act of destruction.

12. Indemnification and Hold Harmless:

Vendor agrees to hold harmless, indemnify and defend Rho Omega and Friends, Inc., its directors, officers, employees, agents, insurers, successors, assignees and any person or entity to which Rho Omega and Friends, Inc., owe a similar duty of indemnification (each of these persons and entities being referred to for purposes of these indemnifications and hold harmless provisions as Rho Omega and Friends, Inc.) from and against all actions, liabilities, claims, assessments, taxes, fees, charges, losses and expenses (including but not limited to a civil judgment, costs or 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 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 any 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.

13. 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 Rho Omega and Friends, Inc consent. Rho Omega and Friends, Inc. is not responsible for refunds of any vendors booth rental fees or lost income of any kind once the Festival has commenced. The undersigned has read and agrees to all the terms set forth above, as well as the terms of the attached agenda.

14. Application Modification:

Rho Omega and Friends, Inc. reserves the right to accept, reject or modify the Vendor Contract. Vendor will be notified in writing of confirmation or any changes.

15. Model/Photograph Release:

I understand that my participation in the event may be photographed and promoted by the BAYOU FEST, or any other organization or individual involved with the creation or promotion of the event, and in consideration for permission to participate in the event, I hereby give permission to the Released Parties to use my likeness for any purpose whatsoever. I RELEASE RHO OMEGA AND FRIENDS, INC.. AND ANY PHOTOGRAPHERS, THEIR OFFICER, EMPLOYEES, AGENTS, AND DESIGNEES FROM LIABILITY FOR ANY VIOLATION OF ANY PERSONAL OR PROPRIETARY RIGHT I MAY HAVE IN CONNECTION WITH SUCH USE.

I have read and understood this Agreement and I am voluntarily signing this Agreement on behalf of myself and my business. We require you agree to the Terms and Conditions of the BAYOU FEST Vendor, Exhibitor & Volunteer Release of Liability, Waiver and Indemnity Form*.

By clicking on the "I AGREE" button (or signing and returning a printout of our application) to participate in the 2021 BAYOU FEST you agree that you are at least 18 years

of age and have read, understood and agreed to the terms and conditions of the 2021 BAYOU FEST Vendor, Exhibitor & Volunteer Release of Liability, Waiver, and Indemnity.

Signature _____ Fed ID No. _____ Date _____