

Sealy **OUTDOORS, Inc.**

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2012 Lake Guntersville, AL BLOCK PARTY VENDOR RULES

Booth Costs:

Commercial Vendor: (10 x 10 Space Standard) - \$250

Booth Assignment:

- **Once accepted into the Block Party, all payments are non-refundable/non-transferable. Accepted booth space applications may not be assigned/transferred/sublet by vendor to anyone.**
- Booths will be assigned based on category and content once signed agreement and payment is received. This is an OUTDOOR EVENT; please bring your own canopy/pop-up tent etc., these items will not be provided.

Electricity:

- Electrical hookups are extremely limited. Extension cords WILL NOT be provided.

Move In/Out:

- Friday, March 30, 2012
 - Booth Space 8:00 AM- NOON
- ALL BOOTHS MUST BE SET UP BY NOON ON Friday, March 30. NO EXCEPTIONS.
- Vendors not set up by this accordance will be subject to forfeiture of their booth space and vendors rights provided herein shall be immediately terminated and all payments made by vendors shall be retained by Sealy Outdoors, Inc. as liquidated damages and Sealy Outdoors, Inc. may resell or otherwise reuse the space.
- Vendors MAY NOT tear down/move out until 5:00 PM Sunday, or after Final Awards Ceremony/Entertainment has concluded and crowd has dispersed, NO EXCEPTIONS. Vehicles will not be allowed to enter Block Party area until cleared by Sealy Outdoors, Inc. officials.

Insurance/Indemnity:

- Vendors shall indemnify and hold harmless Sealy Outdoors, Inc., its sponsors, agents, employees, and volunteers from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of, resulting from, or any way associated with or contributed to, by any claimed act, omission, negligence, fault, violation of law, regulation or rule by Vendor, any of its employees, agents, or others employed directly or indirectly by Vendor, volunteers, or other persons in or about the Vendor's booth or bulk area.
- Vendors are required to carry a general insurance policy covering their own exhibit(s), goods, and sale material, prior to, during, and after the Event, as well as covering its own conduct and that of its employees, agents, and independent contractors.
- Proof of General Liability Insurance must be provided by each vendor and must include bodily injury, property damage, and personal injury in the amount of not less than **\$1,000,000.00** (one million dollars), naming Sealy Outdoors, Inc., its sponsors, employees, and volunteers as additionally insured. Vendor will not be allowed to enter Block Party without prior submission of proof of insurance.

Licenses/Permits:

- All vendors must have appropriate permits/certificates/licenses where applicable, including but not limited to Health Department Inspections/Permits and Resale Certificates.
- All vendors are responsible for collecting and reporting any applicable taxes (local, state, and federal).

Staffing of Booths:

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

Cleanliness/Courtesy/Safety/Security:

- All vendors are responsible for their booth area at all times during the event. Please maintain a clean and safe area for both your staff and the public.
- The use of microphones, speakers, or any other sound-amplifying device is prohibited by vendor during the Event without the express written consent of Sealy Outdoors, Inc.
- Pets/live animals are not allowed to be brought into the Block Party area by vendors, or the general public, without the express written consent of Sealy Outdoors, Inc.
- Sealy Outdoors, Inc. is not responsible for security or protection of the property and merchandise of vendors. Each vendor should take precautions to avoid theft or damage to such property. Please note Sealy Outdoors will not assume liability for damage, loss, theft, fire, flood, vandalism, accidents, or any other event.
- Sealy Outdoors, Inc. shall be released from any and all claims for damage to vendors' goods, business, and reputation, which may arise as a consequence of the show, the vendors' use of the space or any prior event relating to the show.

Exclusions from Sales/Contests:

- Vendors are prohibited from selling any food or drink items. Only those items that have been accepted on the Vendor Application will be allowed for sale during the event.
- Vendors desiring to conduct drawings for prizes and/or giveaways must have written approval by Sealy Outdoors, Inc. in advance. All such drawings must be completed and announced prior to the close of the Event with winners reported in writing to Sealy Outdoors, Inc.

Assignment/Cancellation/Eviction:

- Once accepted into the Block Party, all payments are non-refundable/non-transferable. Accepted booth space applications may not be assigned/transferred/sublet by vendor to anyone.
- This is an OUTDOOR EVENT and will commence regardless of weather. In the event of unforeseen circumstances, Sealy Outdoors, Inc. reserves the right to cancel, postpone, or alter the Event, and/or its Rules.
- Failure of vendors to abide by these rules will result in eviction from the premises by Sealy Outdoors, Inc.