

CALLAWAY SPRING MARKET

Vendor Agreement

Dates: April 21, 2018

Location: 5 South Event Center, 21030 Point Lookout Road, Callaway, MD 20620

Event Hours: **Load in:**
8AM to 10:45AM
Open to the public:
11AM to 4PM
Load out:
4PM to 6PM

This is an indoor and outdoor event!

Event Information: Callaway Spring Market is an indoor/outdoor event offered to vendors that sell produce, flowers, flea/yard sale, art/crafts and direct sale consultants. Together we will promote this event to consumers looking for finds of all kinds in a place to buy, sell and trade.

Marketing: Full Effect Live! Entertainment Group and 5 South Event Center will market and promote the event through St. Mary's County tourism, networking, websites, social media, community event calendars, email lists, road signage and flyers.

We encourage vendors to assist us in doing everything possible to promote the event!

Agreements:

The Vendor agrees to each and all clauses set forth in this agreement. Failure by the Vendor to abide by any clauses set forth in this agreement of the **Callaway Spring Market** experience gives Full Effect Live! Entertainment Group Inc. (hereinafter known as the Organizer) and/or the authorized agents of the Organizer, the right to (1) immediately terminate this agreement (2) require Vendor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises, and (3) forfeit any and all fees paid to Organizer for the right and privilege of participating as a Vendor in future **Callaway Spring Market** events. No clauses of this agreement may be changed in any way or altered without the written, signed permission of the Organizer.

1. The Organizer agrees to provide each Vendor of the **Callaway Spring Market** with the space purchased at the 5 South Event Center. The Vendor must provide their own tables, chairs, racks, displays and electrical power, unless otherwise specified. In the event the Vendor fails to appear at the event and claim their reserved space by **8AM on the day of the event**, the Organizer reserves the right to assign, and or resell, such space to another prospective Vendor

without further notice, nor refund, to the undersigned Vendor. If it appears, or it is necessary, for the undersigned Vendor to arrive later than the time noted above, it is the undersigned's responsibility to notify and make arrangements with the event coordinator, **John J Winters at 240-538-1984.**

2. Vendor agrees to obey all rules and instructions as directed by the Organizer and Vendor Coordinators during the event. Any failure to strictly adhere to such instructions may result in the immediate termination of this agreement and immediate forfeitures of any and all fees paid to the Organizer.

3. As a courtesy to other exhibitors and festival participants, any amplified sound and loud noise from your booth is prohibited. Additionally, the Vendor acknowledges and agrees that any material of an adult nature shall be displayed subject to the Federal, State, and Local rules, laws, and regulations regarding the display of such materials which may be considered obscene or objectionable for view by minors.

4. Vendor agrees and acknowledges to abide by all directions by the Organizer which seeks to protect the environment and infrastructure of the 5 South Event Center and the safety of event patrons. Vendor hereby acknowledges its liability, and agrees to compensate the Organizer, for any damage(s) caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, materials, objects to the environs and infrastructure of the center which causes the Organizer to pay for the repair, replacement, or other remuneration to the Organizer for such damage to the environs or infrastructure of the center.

5. Out of fairness and consideration of all festival participants, Vendor acknowledges and agrees to only utilize such square footage contained within the confines of its space, and not to extend beyond 3 feet directly in front of its booth, for any sales, distribution, or other solicitation by the Organizers participant. Vendor acknowledges and agrees that they are strictly prohibited from "canvassing" or otherwise roaming the event grounds in any effort to promote its space's purpose. The Organizer will make every reasonable effort, as allowed by law, to prohibit any unauthorized "canvassing."

6. The Organizer reserves the right to prohibit, within any Vendor booth or on the festival grounds, the display, advertisement, or other promotion of any business, company or organization which may be in conflict with a current Organizer sponsor or preferred vendor. No political campaign literature will be allowed for distribution.

7. Vendor shall not display, offer for view or sell any illegal or contraband items. The laws of the State of Maryland and local ordinances of St. Mary's County shall control. Vendor shall not display, offer for view or sell any items that are unlicensed and/or copies/interpretations of licensed or registered items at any and all sites and operations.

8. Vendor shall not display, offer for view, take orders for, sell, or solicit for donation any items that are imprinted, emblazoned or marked in any manner with any and all the words "**Callaway Spring Market.**" Even when printed with other words, Vendors shall not offer phrases, logos or artwork with any variations of these words.

9. Vendors shall not sublet their space to anyone.

10. Vendor acknowledges and understands that they are responsible for sales and use tax and shall in no way hold the Organizer or its representatives responsible for any type of permits other than for the event itself. Vendor is responsible for the acts, and all costs associated with, any and all its employees and volunteers. No Vendor shall hold itself out as an Agent of the Organizer.

11. Cancellations / Refund Policy / No Shows: No refunds will be given for this event. **In the case of inclement weather the rental may be moved to a future event.**

12. The Organizer makes no representation or guarantees towards actual event attendance.

13. Vendor understands that the Organizer has no control over weather, acts of God, acts of terrorism, or governmental intervention, or any other cause that may prevent and alter and or interrupt, the festival weekend, and participants shall hold the Organizer harmless for any losses that could arise because of such event.

14. The Organizer reserves the right to place Vendors in a space location at the complete discretion of the Organizer. The Organizer shall have sole and complete authority to place the participant in any location on the event grounds, however, if the vendor's choice of space is unable to be offered, event promoters will work with each vendor to find a comparable vending location within the event grounds. The Organizer makes no representation, nor does it guarantee any volume of "foot-traffic" of event guests in any area of the grounds. The Organizer cannot speculate, nor control, the popularity of one area of the event over the other.

15. Vendor upon vacating their booth space(s) will ensure that such space shall be free of any and all trash or refuse with such being placed in the appropriate containers. Failure of the Vendors to clean their booth site may result in the future denial of Vendor participation.

16. Vendor participant certifies that it maintains adequate liability insurance to cover any and all occurrences which may result in the damage or injury to any person who may be a patron within the confines of the Vendor participant's booth space. It is the outdoor vendors' responsibility to properly secure tent and property in the event of inclement weather conditions.

Any modification of this agreement shall be null and void unless said modification is set forth in writing by the said parties. This agreement has been read, understood and entered into freely, voluntarily and absent of duress by the parties signed below.

In order to process this application, the agreement must be signed, dated and returned. Any applications received without the agreement signed will be considered void and will not be processed. No application is complete without payment. Full Effect Live! Entertainment Group Inc. reserves the right to refuse any applicant for any reason with or without cause.

Business Name: _____

Vendor Name/Contact: _____

Phone: _____ **Email:** _____

Address: _____

Website (if available): _____

Facebook Page (if available): _____

Rules to Remember:

- Tables, chairs, displays and tents are **NOT** provided!
- Spaces are assigned randomly by organizer!
- Multiple spaces may be rented for larger displays!

Space rental:

Indoor Space - 10' X 15' @ \$40.00 (50% off each additional space)

Indoor Space - 8' X 6' @ \$20.00 (great for direct sales)

Outdoor Space - 10' X 15' @ \$20.00 (50% off each additional space)

SPACE IS LIMITED! RESERVE YOURS TODAY!

Payment method:

_____ Check enclosed with agreement and mailed OR

_____ Online payment made at www.5southeventcenter.com with agreement mailed or emailed

In case of an emergency contact (name/phone) _____

Printed Name: _____

Signature: _____

Date: _____

Send fully completed agreement and check payable to: Full Effect Live! Entertainment Group Inc.,
21030 Point Lookout Road, Callaway, MD, 20620.

If online payment is made the agreement may be scanned and emailed to
john@5southeventcenter.com

Vendors will be notified of acceptance or denial of agreement once agreement and payment are processed and confirmed.