



IN PARTNERSHIP WITH  
THE CITY OF POWDER SPRINGS

2019 THURSDAY  
July 4

Ball Park @ Powder Springs City Center

## VENDOR RULES & REGULATIONS

For purposes of this agreement, all references to the **2019 SpringsFest on the 4th** event presented by the City of Powder Springs in partnership with Powder Springs Business Group are listed as SpringsFest on the 4th. The following rules and regulations established by SpringsFest on the 4th management team apply to all exhibitors/ vendors. Approval for variances to these rules and regulations may be granted by the SpringsFest on the 4th program manager, in writing and at the sole discretion of SpringsFest on the 4th Management. Exhibitors must submit requests in writing or via email, at least 10 days prior to the event start date. Mail to: Powder Springs Business Group, P.O. Box 1426, Powder Springs, GA 30127 or send an email to [petergay@rickettsrhodes.com](mailto:petergay@rickettsrhodes.com). 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 the 2019 SpringsFest on the 4th.

**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. The SpringsFest on the 4th management 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 \$35 will be imposed on any insufficient funds. The SpringsFest on the 4th management will pursue all legal and civil avenues allowable by law to collect the debt.

**Payment and Cancellation and Refund Policy** - Full payment is due with a signed application to reserve space. No Refund will be issued in the event of natural disasters or other unavoidable circumstances rendering it impossible or impractical for SpringsFest on the 4th to take place. In the event of a natural disaster or other unavoidable circumstances, the event organizers will make every effort to reschedule the event. If the event is rescheduled, Exhibitor will have a choice to participate and will receive a confirmed space within the rescheduled event. Exhibitor waives any claim for damages or compensation for cancellation. Any notice of vendor cancellation must be received in writing. If written notice of cancellation is received 60 days or more prior to the event, the SpringsFest on the 4th management will refund the entire amount paid. If notice is received 59 days or less prior to the event, no refund will be given. Written notice of cancellation must be emailed to: [petergay@rickettsrhodes.com](mailto:petergay@rickettsrhodes.com) or mail to: SpringsFest on the 4th, P.O. Box 1426, Powder Springs, GA 30127.

**Installation & Dismantling of Exhibits** - All installation and setup of exhibits will be scheduled for 1:00 p.m. - 3:30 p.m. on Thursday, July 4, 2019. All exhibits must be fully operational by 3:30 p.m. Any booths sampling or selling open food & beverages must be prepared for a Cobb County Health Department inspection as may be required on Thursday, July 4, 2019. All vendor booths must have a canopy that is no larger than 10 ft x10 ft. Canopies must be secured with canopy weights to prevent the hazard of being windblown, causing bodily injury. Take down will begin promptly at the close of the event at 10:00 p.m. on Thursday, July 4, 2019. Exhibitors may not dismantle their booth prior to the close of the event at 10:00 p.m. 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 County Health Department. Proof is required. There are no exceptions. Additionally, the exhibitor's booth must be prepared for a Cobb County Health Department inspection as may be required on Thursday, July 4, 2019.

**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.



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**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 County Health Department inspection (food vendors) as may be required on Thursday, July 4, 2019, 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 the City of Powder Springs, Powder Springs Business Group, Ricketts Rhodes Event Management, SpringsFest on the 4th event organizers, its officers, employees, and members from any liability arising from the transactions taking place at the 2019 SpringsFest on the 4th event. SpringsFest on the 4th Management reserves the right to restrict sales activities that it deems inappropriate or unprofessional.

**City of Powder & Cobb County Parks & Recreation Facilities** - In addition to the Rules and Regulations of the SpringsFest on the 4th organization, exhibitors must follow all City of Powder Springs and Cobb County Parks & Recreation Rules and Regulations. The SpringsFest on the 4th management 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 may 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 SpringsFest on the 4th 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 SpringsFest on the 4th event. 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 SpringsFest on the 4th Management.

**Indemnification** - The SpringsFest on the 4th Management, its officers, employees and members are not responsible for damaged or stolen material/items. Exhibitors shall carry insurance to cover losses and agree to hold harmless, any SpringsFest on the 4th Management, its officers, employees, members, the City of Powder Springs, its management, employees or Ricketts Rhodes Event Management. Exhibitor agrees to indemnify and hold harmless the City of Powder Springs, SpringsFest on the 4th Management, its officers, employees & members, Ricketts Rhodes Event Management and affiliates 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 Powder Springs, SpringsFest on the 4th Management, its officers, employees & members, Ricketts Rhodes Event Management and affiliates 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 Powder Springs, Powder Springs Business Group and its affiliates. Exhibitor agrees to provide a current Certificate of Insurance (COI) to the SpringsFest on the 4th management by June 15th, 2019 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 Powder Springs, Powder Springs Business Group, its affiliates and each of their respective officers, employees and members."

**SpringsFest4th.com**

