

Sealy **OUTDOORS, Inc.**

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2010 BLOCK PARTY VENDOR/CONCESSIONAIRE RULES (Toledo Bend)

Booth Costs:

Commercial Vendor: (10 x 10 Space Standard) - \$250 (10 x 20 Space) - \$500

Food Concessionaire: \$1,200 **Drinks:** \$250

Booth Assignment:

- Booths will be assigned based on category and content once signed agreement and payment is received. Commercial Concessionaire booths will be placed in the Food Court area. 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, but are available for concessionaires and vendors. Sealy Outdoors, Inc. will provide a technician for hookups. Extension cords WILL NOT be provided. YOU MUST SPECIFY YOUR VOLTAGE AND AMP.
- 110 Service- \$60
- 220 Service- \$75

Water:

- Potable water is not available; please make arrangements for your needs.

Move In/Out:

- Wednesday, May 19, 2010
 - Booth Space. 10:00 AM- 6:00 PM
 - Concessionaires. 10:00 AM- 6:00 PM
- ALL BOOTHS MUST BE SET UP BY 6 PM ON WEDNESDAY, May 19. NO EXCEPTIONS.
- Vendors/Concessionaires not set up by this accordance will be subject to forfeiture of their booth space and vendors/concessionaires rights provided herein shall be immediately terminated and all payments made by vendors/concessionaires shall be retained by Sealy Outdoors, Inc. as liquidated damages and Sealy Outdoors, Inc. may resell or otherwise reuse the space.
- Vendors/Concessionaires MAY NOT tear down/move out until 6:00 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/Concessionaires 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/Concessionaires 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/concessionaire 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/Concessionaire will not be allowed to enter Block Party without prior submission of proof of insurance.

Licenses/Permits:

- All vendors/concessionaires must have appropriate permits/certificates/licenses where applicable, including but not limited to Health Department Inspections/Permits and Resale Certificates.
- Concessionaires must display Health Department certifications in a visible location within their booth and are subject to Health Department inspection during the event.
- All vendors/concessionaires are responsible for collecting and reporting any applicable taxes (local, state, and federal).

Concessionaires:

- Concessionaires must attach menu with prices to their application and will only be allowed to sell the items on that menu approved by Sealy Outdoors, Inc. Menu with prices **MUST** be posted and visible to public.

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/concessionaires 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/concessionaires 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/concessionaires, or the general public, without the express written consent of Sealy Outdoors, Inc.
- All concessionaires are required to have a charged fire extinguisher, with current inspection sticker located within their booth.
- Sealy Outdoors, Inc. is not responsible for security or protection of the property and merchandise of vendors/concessionaires. Each vendor/concessionaire should take precautions to avoid theft or damage to such property. Please note that Sealy Outdoors, Inc. will provide security throughout the Event including overnight, however cannot 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.
- **Concessionaires are prohibited from selling alcoholic beverages. Only those items that have been accepted on the Vendor Application will be allowed for sale during the event.**
- Vendors/Concessionaires 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/concessionaire 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/concessionaires to abide by these rules will result in eviction from the premises by Sealy Outdoors, Inc.

