

## FREDERICK'S OKTOBERFEST – VENDOR TERMS & CONDITIONS

- 1. Eligible Exhibits:** Everyone is welcome to apply, but all decisions are subject to the sole determination of Frederick's Oktoberfest. FREDERICK'S OKTOBERFEST shall have the power to interpret and enforce these terms and conditions governing exhibitors, hereinafter referred to as "Vendor(s)". All matters not covered by these terms and conditions shall be subject to the final judgment and decision of FREDERICK'S OKTOBERFEST. The Vendor Agreement (Exhibitor Terms & Conditions and registration form), when properly executed, shall be a binding agreement between the two parties. Each Vendor, for itself and its employees, agrees to abide by these terms and conditions and agrees that the sole control of the event rests with FREDERICK'S OKTOBERFEST.
- 2. Space Reservations:** Requests will be reviewed upon receipt of a submitted application and \$50 retainer. Decisions will be announced mid-summer. If denied, retainer will be returned by check to the address submitted with application. If accepted, payment must be made in full by September 1, 2019. Frederick's Oktoberfest shall endeavor to assign booth space consistent to Exhibitor's wishes, subject to availability. However, Frederick's Oktoberfest reserves the right, in its sole discretion, to assign or therefor reassign booth spaces in accordance with the effectiveness of the festival as a whole. Exhibitor shall not assign or sub-lease their booth space to any person or entity.
- 3. Care & Use of Exhibits:** Vendors are responsible for the orderly presentation of their booth and for cleaning within their booth space. Vendors may not advertise or display goods other than those sold by it in the regular course of business. The space assigned to the exhibitor is for its own exclusive use and may be used only for the display and sale of its goods and services approved by Frederick's Oktoberfest at the time of application.
- 4. Staffing/Attendance:** Vendors must have their displays set up by 4:00 PM on Friday, September 27, 2019. Booths must be staffed during all vendor hours (Friday, 6PM-10:30PM; Saturday 11AM-8PM); in no instance can a booth be left unattended. No booth will be dismantled before the official close of the show at 8PM (with the understanding that vehicles cannot enter the grounds until 10:15PM on Saturday). All booths must be moved out no later than 9AM on Sunday, September 29, 2019. Upon vacating its space, exhibitor will completely clear contents from space. If space is vacated prior to 8PM on Saturday, September 28, 2019, Frederick's Oktoberfest reserves the right to refuse space to that exhibitor at future festivals. NO EXCEPTIONS.
- 5. Signage/Demonstrations:** Only professionally typeset signs will be allowed; no "homemade" or hand lettered signs. No mechanical devices or other apparatuses can be noisy or interfere with other Vendors. Mechanically-amplified demonstrations must be approved by Frederick's Oktoberfest.
- 6. Booth Provisions:** Vendors are responsible for all material, equipment or labor needed in their areas, including tables & chairs, electrical cords, pop up tents, and garbage cans. Limited spots with electric hookups are available.
- 7. Insurance and Liability:** Frederick's Oktoberfest assumes no risk and by the acceptance of this agreement, the Vendors expressly release the management of and from any and all liabilities for any damage, injury or loss to any person or goods that may arise from the rental and occupations of space by Vendors, and agree to hold and save the management harmless of and from any loss or damage by reason thereof. Frederick's Oktoberfest assumes no responsibility whatsoever for any property placed in the exhibition center and the management is hereby released and discharged from any and all liability from and loss, injury or damages to persons or property that may be sustained while at the show.
- 8. Decorations:** All decorations must be of fireproof material, or be made fireproof by treatment with fireproofing liquid. Vendors may not place any booth furnishings, etc. outside of assigned area.
- 9. Food Vendors:** Must comply with Frederick County, MD health department regulations concerning the storage, preparation and distribution of food items. Food Vendors must provide their own hand-washing station and supply booth workers with rubber gloves. Additionally, all food vendors must use recyclable or compostable materials (i.e. plates, silverware, napkins, cups, etc.).

10. Alcoholic Beverage Vendors: All alcoholic beverage vendors must provide an inventory list of beverages to be sampled. All beverages sold in must comply with Frederick Liquor Board rules.

11. Cancellation: If Vendor voluntarily cancels after July 31, 2019 but before September 1, 2019 100% of any amounts paid in advance other than non-refundable retainer is refundable by check to the address of record on the application within 14 days of canceling in writing. If Vendor voluntarily cancels after September 1, 2019 there will be no refund of retainer or any other amounts paid by Vendor. If Frederick's Oktoberfest as presently scheduled is cancelled or rescheduled due in whole or part to any causes beyond the control of Frederick's Oktoberfest, Frederick's Oktoberfest shall be entitled to 50% of all fees owed by Exhibitor, in order to cover costs incurred in planning and staging the event. If event is cancelled or rescheduled due solely to any cause within the control of Frederick's Oktoberfest, Frederick's Oktoberfest shall refund all monies paid by Exhibitor. However, under no circumstances shall Frederick's Oktoberfest be liable for any other costs or consequential damages incurred by Exhibitor as a result of such cancellation or rescheduling, regardless of whether due to cause(s) beyond or within Frederick's Oktoberfest control.

12. Security: Frederick's Oktoberfest will furnish watchmen on a 24-hour basis beginning on Friday, September 27 at 6PM through Sunday, September 29 at 7AM. Furnishing of said watchmen shall neither be deemed to imply any liability on the part of Frederick's Oktoberfest, its volunteers or representatives, nor to modify in any way the assumption of risk and release provided for below. All property of exhibitor will remain under exhibitor's custody and control at all times.

**Please sign and complete the following:**

Business Name: \_\_\_\_\_

Authorized Representative (print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_