

Merry Main Street 2011
Vendor Rules and Regulations/Insurance/Indemnification Agreement

- ❖ Merry Main Street (Event) is a family-friendly event, and Exhibitors and Vendors must agree to and meet the high standards that are hereby outlined.
- ❖ Merry Main Street reserves the right to revoke or refuse to grant space at any time without recourse by the Exhibitor or Vendor and shall not be held liable to anyone for this action.
- ❖ Set-up may begin at 1:30 p.m. on the day of the event, and must be completed by 3:00 p.m. Teardown may not begin within the designated area until 9:00 p.m. on the day of the event and must be completed by 10:00 p.m.
- ❖ All booths are required to be open during the hours of 5:00 p.m. – 9:00 p.m. and continue to have items to sell.
- ❖ All property of vendor must be removed from Event grounds after the event, December 3, 2011 by 10:00 p.m. Any property remaining on the Event grounds after December 3, 2011 may be removed and disposed of by the City of Frisco, at the Vendor's expense, in any manner deemed appropriate by the City. Vendor releases the City of Frisco for any damages, loss or otherwise resulting from the City's removal and/or disposal of property in accordance with this paragraph.
- ❖ Exhibitors and Vendors will be responsible for damages to booth structures, set-up and furnishings (including, but not limited to, tables, chairs, extension cords, extension cord covers, signage, lighting, drapes, etc).
- ❖ All vendors must keep merchandise inside their rented booth area, unless otherwise approved in writing by Event officials.
- ❖ No exclusive rights for sales of any item will be guaranteed.
- ❖ Vendors are solely responsible for having cash on hand to make change.
- ❖ Exhibitors and Vendors are solely responsible for the security of their booths and the contents therein.
- ❖ Exhibitors and Vendors may only sell the items or conduct the activities that have been specifically approved in writing by the City of Frisco. Changes in products to be sold and/or given away and/or activities must be approved in writing by Merry Main Street officials prior to the Event.
- ❖ The possession and selling and/or offer to sell weapons or fireworks are prohibited on Event grounds. If caught with weapons and/or fireworks, your booth will be closed immediately.
- ❖ The following items, among others, will not be allowed for sale and/or giveaway during Event hours: alcohol or alcohol related paraphernalia, tobacco or tobacco related paraphernalia, all things resembling drug paraphernalia or with drug emblems, and all things pertaining to inappropriate language or nudity.
- ❖ Vendor agrees that its employees involved with Event shall not drink beer, wine or any other alcoholic beverage or smoke while performing their duties under this Agreement. Alcoholic beverages may not be brought into any part of the Event area including, without limitation, the Vendor booth.
- ❖ Vendors are not allowed to bring pets. Service animals are permitted.

- ❖ Exhibitors and Vendors are required to clean up their space prior to vacating the premises. Booth space shall be returned to the condition it was in prior to Vendor's and/or Exhibitor's use of same.
- ❖ Approved Exhibitors/Vendors are responsible for the space provided and may not sublease or sublet the space to other parties. If parties other than the approved applicant occupy the space, these parties will be asked to leave immediately, and the booth may be closed immediately.
- ❖ Should the Event be postponed or cancelled for any Act of God, public safety, and welfare or for any reason whatsoever, Vendor hereby releases and forever discharges the City of Frisco, its officers, council members, employees, representatives, agents and volunteers from any and all liability and claims for damages and/or loss which result from postponement or cancellation.
- ❖ Participants will be asked to leave immediately if not in compliance with Event rules and regulations.

INDEMNIFICATION:

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF FRISCO, ITS RESPECTIVE OFFICERS, COUNCIL MEMBERS, VOLUNTEERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITY, LAWSUITS, JUDGMENTS, DAMAGES, INJURIES (INCLUDING DEATH), COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, FOR INJURY TO PERSON OR PROPERTY OR DEATH OF ANY PERSON RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ANY ACT PERFORMED OR OMISSION IN THE PERFORMANCE OF THIS AGREEMENT BY VENDOR, ITS AGENTS, OFFICERS, REPRESENTATIVES AND EMPLOYEES, INCLUDING BUT NOT LIMITED TO SERVING FOOD. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

VENDOR, ITS OFFICERS, DIRECTORS, REPRESENTATIVES, VOLUNTEERS, AGENTS AND EMPLOYEES DO HEREBY WAIVE ANY AND ALL CLAIMS FOR DAMAGE, INJURY OR LOSS TO ANY PERSON OR PROPERTY, INCLUDING THE DEATH OF ANY PERSON, THAT MAY BE CAUSED, IN WHOLE OR IN PART, BY THE ACT OR FAILURE TO ACT OF THE CITY OF FRISCO, ITS RESPECTIVE COUNCIL MEMBERS, OFFICERS, AGENTS, DIRECTORS, REPRESENTATIVES, VOLUNTEERS OR EMPLOYEES. VENDOR, ITS OFFICERS, DIRECTORS, REPRESENTATIVES, VOLUNTEERS, AGENTS AND EMPLOYEES ASSUME THE RISK OF ALL CONDITIONS, WHETHER DANGEROUS OR OTHERWISE, IN AND ABOUT THE PREMISES OF FRISCO AND THE EVENT, AND WAIVE ANY AND ALL SPECIFIC NOTICE OF THE EXISTENCE OF ANY DEFECTIVE OR DANGEROUS CONDITION IN OR ABOUT THE SAID PREMISES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

VENDOR HEREBY RELEASES THE CITY OF FRISCO AND ITS RESPECTIVE COUNCIL MEMBERS, OFFICERS, AGENTS, DIRECTORS, REPRESENTATIVES, VOLUNTEERS AND EMPLOYEES FROM ANY ACTIONS FOR ANY LOSS OR DAMAGE SUSTAINED BY REASON OF ANY DEFECT OF ANY PART OF THE WATER SUPPLY SYSTEM, THE SEWAGE AND DRAINAGE SYSTEM, THE GAS SYSTEM, ELECTRICAL APPARATUS AND/OR WIRING ON THE EVENT SITE OR BOOTH(S) OR ANY OTHER PREMISES OR BAND STAND, AND FOR ANY LOSS OR DAMAGE RESULTING FROM FIRE, THEFT, WATER, TORNADO, RAIN, SNOW, STRIKES, CIVIL COMMOTION RIOT, OR OTHERWISE CAUSED BY THE GROSS NEGLIGENCE OR NEGLIGENCE OF THE CITY OF FRISCO AND ITS RESPECTIVE COUNCIL MEMBERS, OFFICERS, AGENTS, DIRECTORS, REPRESENTATIVES, VOLUNTEERS OR EMPLOYEES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Signature: _____

Date: _____

I, _____, hereby grant permission to the *City of Frisco* to use photographs and tape recordings made of me and my business during the celebration for publicity and other non-commercial purposes.

The undersigned agrees to participate as a food/beverage/other vendor at *Merry Main Street* on Saturday, December 3, 2011. I understand that vendors are responsible for complying with State of Texas sales tax laws. I further understand that set-up begins at 1:30 p.m., and all vehicles must be removed from the event site by 3:00 p.m. Teardown must be complete by 10:00 p.m.

Printed Name: _____

Title: _____

Signature: _____

Date: _____