

# **Rules and regulations for America Refocused Vendor Contract 2010-Franklin, Indiana**

## **Contract**

The application and agreement properly executed by a food vendor shall upon written acceptance and notification by America Refocused, constitute a valid and binding contract between Merchandise and/or Food Vendor and America Refocused.

Mail completed application to  
America Refocused  
PO Box  
Westfield, Indiana 46074

## **Acceptance/Assignment of Exhibit Space**

America Refocused reserves the right to refuse applications that are not in accordance with the standards and ethics set forth by the organization. All applications go through a review process based on the following:

Balance of products offered  
Uniqueness and appeal of merchandise  
In keeping with values, ethics and principles of America Refocused

Applications are refused on a first come first serve basis. Applications which are not approved will receive a full refund. All applicants are required to fill out and sign the enclosed Vendor Application and Agreement and mail with proper payment. *Early Contact* Discount deadline is July 20<sup>th</sup>, 2010.

Location requests may be considered but AR cannot guarantee a specific location prior to the event.

## **Cancellation Policy**

If the cancellation of a Vendor Application Agreement is desired, America Refocused must receive written request for cancellation on or before August 1<sup>st</sup>, 2010. Vendors whose written request for cancellation are received before August 1<sup>st</sup>, 2010 will be refunded, less a \$150.00 cancellation fee.

## **Electrical**

Vendors must state electrical needs on contract/application. If purchasing electrical outlets, vendors are responsible for providing their own power surge protection and UL listed extension cords. America Refocused is not responsible for damage resulting from power surges. Generators are not allowed for use in the main vendor building and are approved for outdoor vendor space only. It will subject to inspection by a Licensed Electrical Inspector.

## **Restriction of Use**

No vendor/sponsor shall submit, assign or share any part of the space allocated to them without the written consent of America Refocused. Material or literature may not be sold or distributed outside of the booth space provided and must be from the Exhibiting Organization only. America Refocused reserves the right to inspect and approve or reject any literature, goods, material or services both prior to and during the Revival.

Operation of sound devices is permitted only with prior approval and authorization of America Refocused. Volume may not extend beyond the parameters of the booth and will be strictly enforced.

## **Booth space**

One 8 foot table and 2 chairs will be provided for the indoor Vendor booth space and an approximate 10 x 8 space. Any other furniture, table coverings, floorings, or accessories are the sole responsibility of the Vendor and will be removed at the end of the Revival on Sunday.

## **Merchandise Vendors**

Only items specified and submitted with an approved Vendor application form will be permitted to be sold. Please provide a detailed listing. America Refocused endeavors to produce a quality event for the community that we are serving. America Refocused does not guarantee a specific number of attendees or potential sales. Vendors selling t-shirts are charged an additional 10% of the gross sales. This will be collected by America Refocused staff with sales receipts before tear down on Sunday.

## **Food Vendors**

All food, beverage or product sampling must be pre-approved by an America Refocused committee member. Food vendors are required to follow health department regulations and Indiana State Food Regulations. Food vendors must follow contract and regulation form requirements as stated by America Refocused.

### **Operating Hours**

Vendors agree to staff their area during the event open gate hours. All Food vendors and Tent Booths should be opened, staffed and ready to sell from:

Saturday 9:00am-10:00pm

Sunday 9:00am-4:00pm

### **Set up and Tear down**

Vendor will be issued 2 vehicle passes to be used for set-up (Friday evening at 7:00-10:00pm and Saturday morning from 6:00-8:00am) Vehicles are not allowed in the entrance or exit or parked around the vendor building during open gate hours. Additional vehicle from Vendors organization must use general parking. Vendors can only begin tearing down at the end of the last act on Sunday evening. All products, furnishings, floor coverings and displays must be removed from the grounds or placed in the appropriate dumpsters at the end of the Revival.

### **Tickets**

Each Vendor will receive 4 weekend ticket wristbands for persons that are staffing or with the vendor booth. Additional tickets can be purchased for a reduced fee for vendors to staff their booths or provide for employees or family members.

Wristbands may not be sold or given to another person to wear that is not directly related to the vendor booth.

Lost, stolen or removed wristbands will not be replaced.

### **Security and Insurance**

The Indoor Vendor Area will be secured Friday night at 10:00pm close and Saturday evening at 11:00am. America Refocused will not be responsible for loss, theft, or damage of property at any time.

All vendors are required and responsible for providing their own insurance. America Refocused is to be supplied proof of insurance with America Refocused named as additional insured. For questions on insurance please contact America Refocused.

### **Hold Harmless**

It is understood that America Refocused is in no way responsible for any damages or losses to any property exhibited, brought in or used to display by the Vendor. It is the sole responsibility of the Vendor to cover such losses or damages with his or her own insurance.

Vendor shall indemnify and hold America Refocused and their staff members harmless from any and all claims or other liabilities arising out of the conduct of the vendor or members of the staff of the Vendor whether or not such conduct was performed in offering of its product to the public. The Vendor shall hold America Refocused harmless from any and all liability and from liabilities incurred in or about any such claim action or employment operation.