

Florida
Blueberry Festival
BROOKSVILLE

2017 Exhibitor Partner Terms and Conditions
General Rules & Responsibilities for all Exhibitors

1. All workers (volunteers and staff) must be registered. Credentials will be verified at all entry gates.
2. Exhibitors must remain open to the general public for the operational hours of the festival (See cover page for times).
3. All exhibitors are responsible for maintaining the cleanliness of their assigned space.
4. All garbage and trash must be disposed of in City-provided garbage and trash cans only.
5. Exhibitors nor their workers may not sell or solicit outside of its designated space.
The following items are totally prohibited:
 - a) Posters
 - b) Canvassing
 - c) Flyers
 - d) PA systems
 - e) Political signs
 - f) Weapons
6. **Exhibitors are to provide all tents, tables, chairs and an extension cord (if electric purchased).**
7. **All tents must be white in color; and must be properly weighted and secured; no stakes to be driven into the asphalt/concrete.**
8. Propane tanks are limited to (100 lb. 2 cylinder) unless pre-approved by the Exhibitor Chair.
9. Exhibitors may share space with like products i.e. baked goods and jams or crafts and jewelry.
10. Merchandise
 - a) Exhibitors merchandise must be pre-approved by the Festival Committee.
 - b) Merchandise prices must be marked and or posted legibly.
 - c) The sale of merchandise that offends community standards or depicts illegal drug use or related paraphernalia is prohibited.
11. Electricity
 - a) Electricity is available to exhibitors at posted rates. Piggyback extension cords are not permitted under any circumstances with or without the use of power strips. Extension cords must be grounded (3 prong plugs), 12-gauge extension cords are recommended. Personal generators must be pre-approved by the Exhibitor Chair on a case-by-case basis. (See page 3 for fees)
12. Alcoholic Beverages
 - a) All alcoholic beverage booths will be operated solely by the Festival Committee's, approved partner(s).
 - b) Consumption of alcohol or controlled substances while working as an exhibitor is strictly prohibited.
 - c) Minors under 21 years of age are prohibited from consuming, handling or purchasing alcoholic beverages.
13. Insurance Requirements

Public liability and property damage insurance naming the **FBF, Inc., City of Brooksville and Hernando County Board of County Commissioners** as a certificate holder and additional insured in the amount not less than (\$1,000,000) one million per occurrence, (\$1,000,000) aggregate. Exhibitors are responsible for any or all personal property. If you do not have insurance the festival offers coverage through an independent agent for purchase. (See page 3 for fees)
14. Indemnification
 - a) With submission and signing of this application the exhibitors agrees to indemnify FBF, Inc., City of Brooksville, Hernando County Board of County Commissioners and its agents (as applicable), and hold the same harmless from all claims, demands, actions, attorney's fees, costs and expenses based on or arising out of any acts, errors, omissions, faults, or negligence of contractors or its principals, subcontractors or other agents while performing services under this contract regardless of coverage under any insurance policy.
 - b) All vendors agree to indemnify, defend and hold harmless the FBF, Inc., the City of Brooksville, Hernando County Board of County Commissioners and any of its sponsors, employees/volunteers and agents from any loss, theft, damage or injury to any person or property taking part in the festival.

2017 Exhibitor Partner Terms and Conditions – (continued)
General Rules & Responsibilities for all Exhibitors

15. Licenses/Permits
 - a) State License: Florida Department of Business and Professional Regulations license. Any vendor not currently licensed through DBPR will be required to obtain a temporary event food handling license through DBPR or the Florida Department of Agriculture and Consumer Services.
 - b) Non-Profit Exhibitor: Copy of Florida Department of Revenue Consumer Certificate of Exemption.
 - c) The Hernando County Health Department will inspect all food booths, business licenses and insurance policies beginning at 8:00 a.m. April 22, 2017 before the opening of the event.
16. Quality assurance inspections will take place prior to the opening of the event and throughout the day to ensure all rules and regulations are being met.
17. Failure to abide by or flagrant disregard of Festival Committee rules and responsibilities will result in expulsion and forfeiture of exhibitors fees.
18. Security will be provided to festival exhibitors starting at 9:00 p.m., Friday, April 21, 2017 through 7:00 p.m. Sunday, April 23, 2017.
19. Releases: photo(s) will be taken during the festival, contractors/participants hereby give permission to the Festival Committee and its assignees to take photographs, make audio recordings and/or videos for such promotion or other lawful purposes.
20. The named contractors/participants and their representatives and/or workers waive and all rights or claims as to content approval or damages that may result from use of such photographs, audio recordings and/or videos.
21. All exhibitors must return a signed General Release Form with their application including one witness signature (found on the last page of the application, it does not have to be notarized).

It is the desire of The Florida Blueberry Festival, Inc. and its committee to establish long-term partnerships with the Florida Blueberry Festival Exhibitors. A partnership is an agreement to do something together that will benefit all involved; bringing results that could not be achieved by a single entity. The Festival Committee will do its best to provide to all involved a well-organized and well executed event. Please help us by, reading and following all of the Blueberry Festival rules and responsibilities set forth.

Michael D. Heard – President, Florida Blueberry Festival, Inc.

Applicant agrees to follow all Festival rules and that he or she has read and accept the responsibilities defined in the pages of this document.

Date: _____

Signature: _____

Printed Name: _____

Company & Title: _____

Florida Blueberry Festival, Inc.
Mailing: P. O. Box 308, Brooksville, Florida 34605-0308
Physical: 201 Howell Avenue, Brooksville, Florida 34601
Phone 352-754-4173 ~ Fax 352-593-5919
www.floridablueberryfestival.org
[E-mail: exhibitor.chair@floridablueberryfestival.org](mailto:exhibitor.chair@floridablueberryfestival.org)

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Blueberry Festival
BROOKSVILLE

2017 General Release of Claims & Hold Harmless Agreement

Florida Blueberry Festival, Inc. does not provide liability insurance for the protection of persons, exhibitor, entertainers, merchant, organization, spectators or other who participate in any of the official Florida Blueberry Festival events.

In consideration of participating in a Florida Blueberry Festival events, I _____, an authorized representative of _____, do hereby release and forever discharge, Florida Blueberry Festival, Inc., employees, agents, servants and sponsor for any and all actions, causes of actions, claims and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by me or my organization in consequence of participating in the Florida Blueberry Festival, Inc. event.

This release extends to, applies to, covers and includes all known, unknown, disclosed, unforeseen, unanticipated and unsuspected injuries, damages, losses, and liabilities and the consequences thereof, notwithstanding the provisions of any state, federal, local or territorial law or statute on the contrary. Such provisions are hereby expressly waived.

It is further understood and agreed that my participation in the Florida Blueberry Festival event is not to be construed as an admission of liability or the assumption of any responsibility by Florida Blueberry Festival, Inc. and its members, officers, employees, agents, servants and sponsors, for the personal acts or omission by me or those of my organization.

I hereby agree on the behalf of my heirs, executors, administrators, and assign to indemnify Florida Blueberry Festival, Inc., City of Brooksville, Hernando County Board of County Commissioners and its members, officers, employees, agents, servants and sponsors jointly and severally and hold harmless from and against any and all actions, claims, demands and liabilities, loss damages and expense of whatever kind or nature, including attorney fees, which may at any time be incurred by reason of my participation in the Florida Blueberry Festival event.

Florida Blueberry Festival, Inc., The City of Brooksville and The Brooksville Police Department reserve the right to remove any misrepresented or inappropriate material or persons from the Festival. Non-compliance with Florida Blueberry Festival regulations will result in forfeit booth and immediate closure by the Brooksville Police Department and Florida Blueberry Festival, Inc.

Applicant/Business Name

Exhibitor Partner Printed Name

Exhibitor Partner Signature

Date