

# Holiday Food and Pet Festival Terms of Agreement

## **1.) AGREEMENT TO ALL TERMS, CONDITIONS AND RULES.**

Exhibitor/Vendor/Sponsor agrees to observe and abide by the Terms, Conditions and Rules set forth hereafter and by such additional Terms, Conditions and Rules made by Troy Marketing Agency and/or its partners ("Management") on notice to Exhibitor/Vendor/Sponsor from time to time for the efficient or safe operation of the Event. Participation is subject to the approval of Troy Marketing Agency and/or its partners.

## **PAYMENT SCHEDULE.**

Payment of 100% of the total exhibit/vendor space/Sponsorship fee must accompany the application/s. When submitting a Food Vendor Application it must have the appropriate county Health Department Application with its fee's. An Exhibitor's/Vendor's/Sponsor's check returned from the bank for any reason will result in forfeiture of priority in booth/space assignment and, depending on booth/space availability, may result in denial of participation. There is a \$35.00 up to \$300.00 fee on all returned checks. No Exhibitor/Vendor/Sponsor shall be allowed to install its exhibit unless it is fully paid.

## **CANCELLATION POLICY.**

Cancellation will be charged 90% of their booth fee. No EXCEPTIONS.

## **2.) LIMITATION OF LIABILITY AND INDEMNITY.**

(A) Neither Troy Marketing Agency and/or its partners nor any of their officers, agents, employees or other representatives shall be held liable for, and they are hereby expressly released from, liability for any damage, loss, harm or injury to the person or property of the Exhibitor/Vendor or any of its officers, agents, employees, or other representatives, resulting from theft, fire, water, accident or any other cause.

(B) The Exhibitor/Vendor/Sponsor shall indemnify, defend and Troy Marketing Agency and/or its partners against, and hold and save Troy Marketing Agency and/or its partners harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses of whatever kind or nature, which result from, arise out of or are connected with any acts, or failures to act, or negligence of Exhibitor/Vendor, or any of its officers, agents, employees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of these Terms, Conditions and Rules, and claims of damage or loss to any third party resulting from (i) any infringement of a copyright or patent or the unauthorized use of a trademark or (ii) Exhibitor's/Vendor's/Sponsor's noncompliance with the Americans with Disabilities Act and the provision of paragraph 16 hereof.

(C) In no event shall Troy Marketing Agency and/or its partners be liable for any consequential, indirect or special damages, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the Exhibit/Vendor Space/Sponsor Space, or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in term, or otherwise, and whether based on this Agreement, any transaction performed or undertaken under or in connection with the Agreement, or otherwise. Exhibitor/Vendor agrees that the liability of Troy Marketing Agency and/or its partners for damages, regardless of the form of action, shall in any event be limited to the aggregate exhibit/vendor fees paid by Exhibitor/Vendor under this Agreement.

(D) All vendors are required to have liability insurance. Troy Marketing Agency and/or its

## **6.) DISPLAYS AND DECORATIONS.**

Merchandise, signs, decorations or display fixtures shall not be attached to the floor. No exhibit, merchandise, equipment, trunks, cases or packing materials shall be brought into or out of the Exhibit/Vendor Space during event hours. No signs, advertising devices or merchandise shall be displayed outside the Exhibit/Vendor Space or project above or beyond the limits of the assigned Exhibit/Vendor Space.

## **7.) FIRE RULES.**

Exhibitor/Vendor/Sponsor shall not pack merchandise in paper, straw or any other readily inflammable material. All cartons stored in the Event shall be emptied of contents. Exhibitor/Vendor/Sponsor shall use no flammable decorations or covering for display fixtures, and all fabrics or other material used for decoration or covering shall be flameproof. If required by local laws or ordinances, All Exhibitor/Vendor/Sponsor are required to maintain a Fire Extinguisher. Exhibitor shall have on hand in its Exhibit/Vendor/Sponsor Space a notification via either e-mail or written document establishing that its display material has been treated during the past year by an approved chemical. All wiring devices and sockets shall be in good condition and meet the requirements of local law.

## **8.) OBSERVANCE OF LAWS.**

Exhibitor/Vendor shall abide by and observe all laws, rules, regulations and ordinances of any applicable governmental authority and all rules of the Event Space. All Fire Lanes noted on Event Floor Plan are require to maintain clear of all vehicles at times and any Vehicle Parked on any Fire Lane is subject to a Fire Department Citation and Exhibitor/Vendor vehicle Tow away which the Exhibitor/Vendor is responsible for all charges due to the failure of Event Terms and Conditions.

## **9.) EXHIBITOR CONDUCT.**

Exhibitor/Vendor and its representatives shall not congregate or solicit in front of another Exhibitor/Vendor Space. The prior written consent of Troy Marketing Agency and/or its partners is required for the employment or use of any live model, demonstrator, solicitor or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space. Troy Marketing Agency and/or its partners, in its sole and absolute discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity forthwith. All promotional plans must be submitted to Troy Marketing Agency and/or its partners for approval in advance of the Event. Distribution of pamphlets, brochures or any advertising matter must be confined to the Exhibit/Vendor/Sponsor Space. Exhibitor/Vendor shall refrain from any action that will distract buyers from attendance at the Event during open hours. The Exhibit/Vendor Space shall not be used for entertaining. Exhibitor/Vendor shall not lead buyers from one exhibit/vendor space. Exhibitor/Vendor shall not enter into another Exhibitor's/Vendor's space without invitation or when unattended. Neither Exhibitor/Vendor nor any of its representatives shall conduct themselves in a manner offensive to standards of decency or good taste.

## **10.) GIVEAWAYS.**

Exhibitors/Vendors are encouraged to provide free gifts, giveaways, drawings, etc. If a drawing is desired, participants are responsible for the facilitation of their own drawing. All drawings must be no purchase necessary and free of charge to Event attendees. Troy Marketing Agency and/or its partners will not, however, be able to announce winners throughout the Event itself.

partners, the State of California must be named as an Additional Insured under the General Liability policy, Automobile Liability as well as Aircraft Liability, if auto or aircraft will be used. General Liability coverage in the amount of \$1,000,000 with policy number, effective and expiration dates. Automobile Liability coverage for "Owned", "Hired" and "Non- Owned" coverage in the amount of \$1,000,000 with policy number, effective and expiration dates. Aircraft Liability coverage in the amount of \$5,000,000 with policy number, effective and expiration dates and listing Certificate Holder:

The Kids of America  
7514 Girard Avenue  
Suite 1216  
San Diego, California 92037

Including its agencies, departments, officers, agents, employees and servants are named as an Additional Insured., as additional insured to your current policy. A copy of the policy must be included with Exhibitor/Vendor/Sponsor Application and fees.

(E) Exhibitor/Vendor holds Troy Marketing Agency and/or its partners harmless for any damage or loss of Exhibitor's/Vendor's displays and exhibits.

### **3.) SHOW HOURS AND DATES.**

Exhibitor/Vendor must adhere to Event opening and closing times. Booth must remain open and staffed throughout the entire Event.

Troy Marketing Agency and/or its partners reserve's the right to make any adjustments to set-up time and take-down time as well as event hours. Food vendors must stop selling, cooking, frying food at the end of each day 1/2 hour before closing time. Food vendors must maintain their space clean at all times! Food vendors must remove all waste including cooking oil and grease. Exhibitor/Vendor may forfeit fees and booth can be reassigned if not checked-in each event day with the Set-up Time. All exhibits/vendor/sponsor must be open for business during all exhibit/vendor/sponsor hours, and no dismantling or packing may be started before the official close of the Event. Latin Event Group, Los Angeles International Tamale Festival reserves the rights to change event dates or location. Latin Event Group, Los Angeles International Tamale Festival will provide Exhibitor/Vendor with proper notification in writing of any change in dates or location. Exhibitor/Vendor/Sponsor reserves the right to cancel, without penalty, upon a reassignment of dates and location, without cause. Such cancellation must be made in writing by Exhibitor/Vendor/sponsor within 10 business days of notification of reassignment of dates or location.

### **4.) ASSIGNMENT OF EXHIBIT/VENDOR/SPONSOR SPACE**

Exhibitor/Vendor space will be assigned by Troy Marketing Agency and/or its partners Troy Marketing Agency and/or its partners reserves the right to modify the floor plan to accommodate space sales or relocate Exhibitors/Vendors/Sponsors to avoid conflict, as necessary. In all instances, Troy Marketing Agency and/or its partners reserves the right to determine final placement of the Exhibitor/Vendor/Sponsor. Exhibitors/Vendors/Sponsors are prohibited from moving to another booth location or otherwise relocate their assigned space without prior consent from Troy Marketing Agency and/or its partners. Any Exhibitor/Vendor found reassigning booths space will forfeit fees and booth space. Troy Marketing Agency and/or its partners shall assign the Exhibit Space to Exhibitor/Vendor for the period of the Event, provided the Event Space is made available to Troy Marketing Agency and/or its partners. Such assignment is made for the period of this Event only and does not imply that the same or similar space will be held or

### **11.) DIRECT SELLING.**

(A) Exhibitor's/Vendor's are allowed the sale of their items. Vendors must include all items within their menu. Vendors can sell any related food item. Any other food type must be approved by organizer.

(B) Exhibitor's/Food Vendor's are allowed the sale of their items. Food vendors must include all items within their menu. Food Vendors can sell any related food item. Any other food type must be approved by organizer.

### **12.) PLAYING OR REPRODUCTION OF MUSIC.**

Exhibitor/Vendor/Sponsor shall not provide or permit the playing or reproduction of music in any form or at any time unless (a) if the music is copyrighted, Exhibitor/Vendor shall in advance obtain, and provide a copy to Troy Marketing Agency and/or its partners of, a written license to perform said music at the Event from the owner of the copyright of said music and (b) whether the music is believed to be copyrighted or not, Exhibitor/Vendor shall obtain in advance from Troy Marketing Agency and/or its partners a written consent to the providing of such music by Exhibitor/Vendor. Exhibitor/Vendor specifically agrees that in the absence of full compliance with (a) and (b) above, no music whatsoever, in any form, will be provided or permitted by it, and in the event of any copyright infringement issue arising with respect to the use by Exhibitor/Vendor of all of the provisions of Paragraph 2 hereof will be applicable. Troy Marketing Agency and/or its partners shall have the power to make any reasonable settlement, without the consent or approval of Exhibitor/Vendor, to resolve any dispute, which may arise between Troy Marketing Agency and/or its partners and anyone claiming to enforce a copyright. This settlement shall nevertheless be binding on Exhibitor/Vendor/Sponsor insofar as holding Troy Marketing Agency and/or its partners harmless and indemnifying Troy Marketing Agency and/or its partners are concerned. Exhibitor/Vendor expressly agrees that Troy Marketing Agency and/or its partners may, at Exhibitors/Vendors expense, take any legal action, including summary action, appropriate to ensure compliance by Exhibitor/Vendor with these provisions, including the obtaining of any injunction against Exhibitor/Vendor.

### **13.) EXHIBITOR PASSES.**

\*If applicable

Exhibitor/Vendor will receive Exhibitor/Vendor/Sponsor Badges to the Event included in standard package and Parking Permit. Additional Parking can be purchased at the parking lot location.

### **14.) CLOSING OF EXHIBIT.**

(A) If Exhibitor/Vendor or one of its subsidiaries or affiliates is on strike, resulting in picketing or similar type of demonstration in or near the Event Area, Troy Marketing Agency and/or its partners reserves the right to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's/Vendor's/Sponsor's property from the Exhibit/Vendor Space.

(B) Troy Marketing Agency and/or its partners shall be entitled to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's/Vendor's property from the Exhibit/Vendor Space at any time for failure by Exhibitor/Vendor or its duly authorized assignee or any of its officers, agents, employees or other representatives to perform, meet or observe any Term, Condition or Rule set forth herein, and such Exhibitor/Vendor shall not be entitled to a refund of any payments.

### **15.) FUTURE SHOWS.**

offered for future events. Troy Marketing Agency and/or its partners reserves the right to terminate this Agreement, close the exhibit/vendor/sponsor space and remove the Exhibitor's/Vendor's/Sponsor's property if Troy Marketing Agency and/or its partners determines in its sole discretion that Exhibitor/Vendor/Sponsor is not eligible to participate in the Event or that Exhibitor's/Vendor's/Sponsor's product is not eligible to be displayed in the Event. Each standard space does not include any tents, portable power access, light fixture, tables or chairs.

\*All requests for items as tents, light fixture, tables, chairs, etc. must be made in advance at additional charge.

\*If applicable

There will be no changes made the day of the event for those Exhibitors/Vendors/Sponsors who have made prior arrangements for portable power access, you will have one 20-amp circuit. Please bring any necessary power strips and extension cords. One 20-amp circuit is equivalent to one household outlet. All Exhibitor/Vendor/Sponsor that require additional power are requested that you contact Troy Marketing Agency and/or its partners with the details of equipment to be use at the event in order to place a Work Order with the Special Event Power Company and the minimum fee of \$150.00 and depending on the required service you may be subject to an additional fee.

\*If applicable a

All Exhibitor/Vendor that are assigned tables, chairs, light fixture/s and tent must agree and sign a user's agreement form at the time of registration. Food Vendors are required to provide their own tent, tables, chairs and light fixture.

Chiropractic services with Hands-on massage are allowed only with appropriate Health Dept. paperwork along with proof of insurance.

(a)BOOTHS:

\*If applicable

All tents must be white, Corporate branding tents are also acceptable. Sidewalls, drops, and tops of all such structures shall be made of a flame-resistant material or treated with a flame retardant approved by the California State Fire Marshal. The California State Fire Marshal's seal shall be permanently affixed to the structure or a label showing the name, type and applicant of flame retardant materials. All structures shall be adequately braced and anchored i.e. (sandbags) to prevent collapse. Booths with cooking facilities inside or adjacent to them shall have a fire extinguisher rating of a minimum 3A:40B:C.

(B) ELECTRICAL & GENERATORS: Extension cords shall be of a grounded type and listed for exterior use. Extension cords shall be unplugged after each daily use. Extension cords shall not be used in lieu of hardwiring. Generators shall be a minimum of 20 feet from all structures and protected from public access. A minimum of 2-foot side clear space shall be provided between the cooking space area and the back of the tent. A minimum of 18-inch wide clear space shall be provided between the cooking space and the side and rear of the cooking area. COMPRESSED GAS TANKS: LPG and other compressed gas tanks shall be secured in an upright position. All tanks shall be protected from public access. Empty tanks shall be removed on a daily basis.

##### **5.) ASSIGNMENT.**

An Exhibitor/Vendor/Sponsor shall not assign to a third party its rights hereunder to the Exhibit/Vendor/Sponsor Space or any portion thereof without the written consent of Troy

In addition to Troy Marketing Agency and/or its partners right to terminate this Agreement, close the exhibit and remove the Exhibitor's/Vendor's property as provided for in Paragraph 14 hereof Troy Marketing Agency and/or its partners, in its sole judgment, may refuse to consider Exhibitor/Vendor for participation in future events with which Troy Marketing Agency and/or its partners is involved if Exhibitor/Vendor violates or fails to abide by all Terms, Conditions and Rules set forth herein.

##### **16.) INABILITY TO HOLD SHOW.**

If, because of war, fire, strike, exhibit/event facility construction or renovation project, logistical problems, government regulation, public catastrophe, terrorist attack, act of God or the public enemy or other cause beyond the control of Troy Marketing Agency and/or its partners, the Event or any part thereof is prevented from being held, is cancelled by Troy Marketing Agency and/or its partners or the Exhibit Space or any part thereof becomes unavailable, Troy Marketing Agency and/or its partners shall have no liability to Exhibitor/Vendor/Sponsor, except that Troy Marketing Agency and/or its partners, in its sole discretion, shall determine and refund to the Exhibitor/Vendor its proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by Troy Marketing Agency and/or its partners and reasonable compensation to Troy Marketing Agency and/or its partners, but in no case shall the amount of the refund to Exhibitor/Vendor exceed the amount of the exhibit fee paid. Please come prepared for all-weather situations. NO REFUNDS will be given because of inclement or changing weather conditions.

##### **17.) JURISDICTION.**

Each of Troy Marketing Agency and/or its partners and Exhibitor/Vendor hereby consents to the jurisdiction of the Superior Court of the State of California and the United States District Court for California for all purposes in connection with this Agreement and further consents that any process or notice of motion in connection therewith may be served by certified or registered mail or personal service, within or without the State of California, provided a reasonable time for appearance is allowed.

##### **18.) GOVERNING LAW; AMMENDMENTS.**

This Agreement, having been executed in the State of California, shall be governed by and construed and enforced in accordance with the laws of the State of California as if it is in an agreement made and to be performed entirely within such State. This Agreement may not be amended or modified expect by a written communication by Troy Marketing Agency and/or its partners.

##### **19.) SEVERABILITY; WAIVER.**

If any part of this Agreement is found invalid, the remaining provisions shall remain unaffected and enforceable. Any Troy Marketing Agency and/or its partners decision, selection of any course of action, or exercise of any right or remedy is at its sole option and discretion and does not waive or prejudice Troy Marketing Agency and/or its partners as to any other choice Troy Marketing Agency and/or its partners failure at any time to require Exhibitor's/Vendor's strict compliance with an any part of this Agreement shall not thereafter waive or Troy Marketing Agency and/or its partners right to require strict compliance with the same or any other provision of the Agreement.

Advertising on event web site: All Exhibitor/Vendor/Sponsor are invited to have their company logo on our Event website under Event vendor logo's section (page). Web site statistics: Every month the website receives approximately 25000 - 30000 unique visits.

Marketing Agency and/or its partners which consent Troy Marketing Agency and/or its partners may withhold in its sole discretion. If such consent is given, the Exhibitor/Vendor/Sponsor shall assume full responsibility for the conduct of the assignee.

**Liability Release Statement:**

I hereby agree to enter and participate in the TMA at my own risk and subject to all rules and regulations of this event. I further agree to indemnify and hold harmless The Kids of America Inc., TMA, City of San Diego, and all Festival sponsors and anyone involved in the support and/or production of this event against any legal proceeding for any personal injury or property damage arising from or occasioned by our company or my reputation. No refunds will be made in case of inclement weather, cancelled, actions by any government agency to cancel the event, Emergency or Expectations of Sales. Please read our Terms and Conditions on the following pages. By participating in our event you are explicitly agreeing with the Terms and Conditions set forth by The Kids of America Inc. and/or its partners.

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