

RULES AND REGULATIONS

APPLICATION AND ACCEPTANCE

1. Completing an application does not guarantee acceptance. Do not send in the vendor fee with your application.
2. An acceptance letter will be sent out via e-mail stating that you are accepted and asking for your Vendor Fee. First ro
3. Vendors are responsible for remitting any sales tax required by law.

EVENT SET-UP AND DURING EVENT

1. Vendor will be provided a vendor space approximately 12' x 12'. Vendor must provide all tables, chairs, canopies, and other equipment needed for its space.
2. Vendor can set up beginning at 6:00 A.M. and all vehicles be off the street by 9:00 A.M. Vendor must maintain booth and surrounding area in a neat and professional manner with regard to appearance.
3. Vendors will be on pavement and are required to mark with bright colors any wires/ropes extending from tent and **tents should be anchored (must provide anchors) to withstand the elements.**
4. Vendor may only display those items included and approved in their application. Any changes to listed display items must be submitted for approval.
5. Food vendors must follow all VDH regulations.
6. Event Staff reserves the right to review all displays throughout the event to ensure all regulations are being followed, and to refuse any items considered unsuitable or inappropriate. The following are prohibited:
 - a. Consumption or possession of controlled substances at the Event;
 - b. Dirty or unkempt booth or employees including any health department violations;
 - c. Language or behavior not appropriate for a family event;
 - d. Weapons, or items which can be classified as weapons;
 - e. Other violation of the rules and regulations provided.
7. Vendor must be prepared with sufficient inventory to display for the duration of the Event and must preside over their booth. No early shut-downs or late arrivals permitted.
8. Subletting of vendor space is prohibited.
9. Vendor understands that if the event is canceled due to inclement or hazardous weather, no refunds will be issued. If the event is not cancelled, but the vendor chooses not to show, no refund will be issued.
10. We will not be accepting Multi Level Marketing (MLM) vendors.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to participate in Suffolk Earth and Arts Festival, the Vendor hereby releases, waives, discharges and covenants not to sue Keep Suffolk Beautiful, the Suffolk Art League, its agents, employees or officers from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by the Vendor, or any of the property belonging to the Vendor whether caused by the negligence of the Vendor / Releasees, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

I am fully aware of the risks involved and hazards connected with Suffolk Earth and Arts Festival, and I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of Vendor / Releasees or otherwise.

I further hereby agree to indemnify and hold harmless Keep Suffolk Beautiful, the Suffolk Art League, its agents, representatives, employees, and officers from any loss, liability, damage, or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, whether caused by negligence of Vendor / Releasees or otherwise.

I understand that the Suffolk Art League does not provide any insurance coverage for vendor participants for any circumstances arising from their participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.

It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above-named Vendor / Releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with laws of the Commonwealth of Virginia and City of Suffolk ordinances.

In signing this agreement, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.