

## TERMS AND CONDITIONS

**SECTION 1.1 AUTHORITY AND COMPLIANCE** I present to the Alabama Butterbean Festival (ABBF) and its committees that I am fully authorized to sign for and bind the Business/Vendor regarding this agreement in the 2017 ABBF. I agree that the vendor and all persons associated with its entry into ABBF shall comply with all rules, policies, and procedures prescribed by ABBF, as deemed necessary for the efficient, safe and tasteful (i.e., non offensive) conduct of the 2017 ABBF and its related activities among other things, I agree that neither vendor's entry into the festival nor any part thereof shall be lewd, pornographic, anti-American, anti-religious or potentially controversial in any way.

**SECTION 1.2 COMPLIANCE WITH LAWS, RULES AND REGULATIONS** As an ABBF vendor, I agree to comply with all municipal, county, state and federal laws and regulations in connection with my participation in the 2017 ABBF, including but not limited to the Jefferson County and Alabama laws covering the collections of sales tax and the sale of food and alcoholic beverages.

**SECTION 1.3 PROMOTION AND SALE OF MERCHANDISE** As an ABBF vendor, I agree to exhibit, give away and/or sell only those items listed on my vendor application and which has been approved by the ABBF I understand that it is the ABBF's exclusive right and responsibility, and its sole discretion, to remove any item(s) that are inconsistent with or deviate from the content, style or quality of the works depicted in the final list submitted with application, or which are otherwise not in compliance with the ABBF rules or policies, or which are too late, controversial, unlawful, or otherwise inconsistent with the historical standards, quality, theme, message or traditional purposes or values of ABBF.

I agree that in any dispute over ABBF policies, procedures or decisions, the ABBF's final determination shall govern and shall be final and conclusive and I shall accept the same whatever outcome. The ABBF reserves the right to restrict or reject any entry, even after conditional acceptance, without any liability for any inconvenience, cost or damages on the part of the vendor which prerogative may be exercised at any time in the ABBF's sole judgment and discretion, consistent with the rules, policies, procedures and standards referenced herein.

If any aspect of an entry might be viewed controversial or contrary to these policies and standards, or if I have any doubt about entry's acceptability or have questions in this regard, I acknowledge that it is my duty to fully disclose the same and promptly resolve any such question or problem with ABBF well before the festival begins.

I acknowledge that FOOD and DRINK ITEMS (including water, soft drinks, energy drinks, tea, lemonade, etc.) may ONLY be sold or given away by vendors pre-approved by the ABBF. Alcoholic beverages may not be sold, dispensed or consumed at the festival.

**SECTION 1.4 INDEMNIFICATION** As a condition to being a participant in the 2017 ABBF, I agree to assume full responsibility for vendor's conduct (which for this paragraph includes the conduct of all employees, subcontractors and suppliers of vendor and any other person associated with vendor or participating in vendor's entry) and for the content and presentation of vendor's entry, and to indemnify and hold harmless ABBF, Clay-Pinson Chamber of Commerce (C-PCC), City of Pinson, and all individuals having responsibilities thereof, from and against any liability, claim, damages, loss or expense (including attorney's fees) incurred or suffered by the vendor or any person associated with vendor or its entry, that is caused by or arises from (a) any negligent act or omission by ABBF, C-PCC, City of Pinson, vendor or any person associated with vendor or its entry, (b) any breach of ABBF's, C-PCC's, City of Pinson's or vendor's representations, warranties, or obligations herein, (c) any claims by any vendor's employees, subcontractors or suppliers, or (d) any infringement or violation by vendor of the rights of others.

**SECTION 1.5 GOVERNING LAWS** This agreement shall be governed by the laws of the State of Alabama.

**SECTION 1.6 SET-UP TIMES AND DISMANTLING** Check-in times will begin at 12 Noon on Friday, October 4th. The market portion of the festival will begin at 5PM and continue until 10PM on Friday night. Then resume operations on Saturday morning (October 5th) at 8AM and continue until 4PM. We expect ALL vendors to be present throughout the duration of the festival and not begin packing up until 4PM on Saturday. As with any outdoor event, inclement weather is a possibility, so please come prepared. We will not refund fees in the event of bad weather because the show will go on as scheduled. Exact set up times, and maps and parking information will be sent after acceptance into festival is confirmed. Overnight accommodations are available on our website.

**SECTION 1.7 SECURITY** All exhibitors are responsible for their own personal property and liability. Jefferson County deputies will be on site of the festival from 12 Noon Friday until 4PM Saturday.

**SECTION 1.8 RESTRICTED ITEMS** Fireworks, explosives (including pop-caps), guns of ANY TYPE, knives, silly string, inflatable guns, any items that may be considered offensive, controversial, or profane, etc. Items are subject to approval by ABBF.

**SECTION 1.9 PHOTOS OF MERCHANDISE & BOOTH SETUP** Please email or fax four (4 is maximum) images/photos—three of your merchandise and one of your booth setup. If accepted into ABBF, vendor must only show and/or sell the same type and style of merchandise demonstrated in the images.