



**Market Days, VENDOR APPLICATION**

CountryWay Town Square, Newberry FL  
1739 SW 248<sup>th</sup> Drive (Mail to: PO Box 1487)

NAME: \_\_\_\_\_

Business Name: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobil: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Vendor Type (Circle One): Art/Craft      Retail      Food      Non-profit

Please list all items or products sold: \_\_\_\_\_

Do you require electricity for more than just lighting? No \_\_\_\_\_ Yes, explain needs \_\_\_\_\_

**All vendors are required to provide:**

- Completed & signed Vendor Application
- Signed Vendor Agreement
- Signed Rules and Regulations
- Signed Indemnification and Waiver of Liability Agreement
- **Make checks payable to:** Norfleet Construction Inc. We also accept all forms of credit card payments

Mail Completed Documents to:

CountryWay Town Square

C/O Norfleet

PO Box 1487

Newberry, FL 32669

For additional event information contact:

Anne Maria Bello

352-514-4996

Anne.Bello@CountryWayTownSquare.com

**For Office use Only:**

- |  |                               |
|--|-------------------------------|
| ○ Completed Application                          | Waiver of Liability Agreement |
| ○ Check  | Certificate of Insurance      |
| ○ Photos: at least 2 depicting items and display | Signed Rules and Regulations  |
| ○ Vendor Agreement                               |                               |



## Vendor Fee Information

- Fee Includes one 10x10 Vendor space on the street. (You provide tent, chairs and clean up your area)
- ALL Paperwork needs to be on file and current in order to reserve a space for an event.
- Paperwork is good for 1 calendar year.
- Spaces need to be reserved 48 hours in advance. (78 Hours recommended if you are a direct Marketer)
- Day of the Market: We will take additional vendors, at a premium cost and at the Market Director's Discretion.

## PRICING

- **Craft, Direct Marketing, or Cart Vendor:** \$25.00 the day of, \$16.00 per week in advance, or \$13.00 Per Week with *Market Pass 12* (\$156.00)
- **501©3: (MUST HAVE 501c3 Certification)** \$6.00 Per week paid in advance, \$11.00 Day of.
- **Food Vendor:** \$105.00 the day of (availability depending on the discretion of the Market Director), \$78.00 per week in advance, or \$66.00 with purchase of *Market Pass 4*. (\$264.00)
- **Market Pass 12:** \$152.00 per any 12 regular market days (3 hours). Equals 12 credits. Special larger events 2 credits. (increased traffic and time) **No electric. No Generators.**
- **Market Pass 4:** \$264.00 per any 4 regular market days (3 Hours). Equals 4 credits. Special larger events 2 credits (increased traffic and time) **Electric and water provided.**

SPECIAL EVENTS are two credits; all other regular market days are 1 credit per day.

Presented by: **Norfleet Construction, Sounds of Song, and Virginia Lynn Enterprises**

Production for CountryWay Events Coordinated by Sounds of Song, DBA Enjoy Western Alachua County, 352-514-4996 **We accept all credit cards, cash and checks. Make**

**Checks Payable to: Norfleet Construction Inc.**

**CountryWay Town Square DBA Norfleet Construction  
STANDARD VENDOR AGREEMENT**

This Standard Vendor Agreement (hereinafter “Agreement”) is made by and between \_\_\_\_\_ (hereinafter the “Vendor”) and the **CountryWay Town Square**, DBA Norfleet Construction, a corporation located at 5820 SE CR 337, Newberry, Florida 32669 (hereinafter, the “CWTS”) (collectively the “Parties”).

WHEREAS, the CWTS is in need of vendors for Market Days, which will take place at the time and location described below, (hereinafter “Event”); and

WHEREAS, the Event will be held for a proper municipal purpose and is in the interest of the public; and

WHEREAS, the Vendor has the desire, products, knowledge, ability, and equipment to sell its products at the Event;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties acknowledge, the Parties agree as follows:

1) **Incorporation.** The recitals above and all other information above are hereby incorporated herein as if fully set forth.

2) **Notice and Contact.**

a. Contact Person for the Vendor: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Others that will be present at booth: \_\_\_\_\_

b. Contact Person for CWTS (hereinafter “Program Coordinator”):

Name: Anne Maria Bello

Address: PO Box 1487, Newberry, FL 32669

Telephone Number: 352-472-5780. 352-472-5780

Email Address: Events@CountryWaySquare.com

3) **Description of Items to be Sold:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (hereinafter "Products").

NOTE: Only the products listed above and approved by the CWTS will be allowed for sale. Any Vendor selling products not listed above and not approved by CWTS must stop selling those products immediately and/or be banned from the Event. All changes and additions to products lists must be submitted in writing and approved by the CWTS before they can be sold at the Event.

**4) Dates and Times:**

Date:

Thursdays

Between the hours of:

3:00 P.M. and 8:00 P.M.

**5) Approximate length of Event:**

5 hours

**6) Location:** CountryWay Town Square, 1739 SW 248<sup>th</sup> Drive, Newberry, FL 32669

**7) Number of Booth Spaces Requested:**

1     2     3    Other: \_\_\_\_\_ (hereinafter, the "Space") Vendors

will be charged for the number of booth spaces provided.

**8) Items Provided:**

None this time

**9) Fees.**

Vendor will pay Per Current "Vendor Fee Information" Sheet. The CWTS must receive the payment by 5:00 Two Days Prior to the event.

First Come First Serve Basis. - Include Apps, Licenses where applicable, Liability, and a check.

Vendor accepts all risks associated with inclement weather conditions and any low attendance associated with weather conditions.

**10)Weather Conditions.** The CWTS will notify Vendor as soon as possible if the Event will be canceled due to weather conditions.

**11)Documentation.** Vendor affirms that it will produce all documentation necessary to prove its vendor status upon request.

**12)Security.** There will be security personnel present at the Event. Vendor understands that the presence of these security personnel does not mean that the CWTS is responsible or in any way liable for theft or other incidences that may occur at the Event. Vendor acknowledges that the presence of security personnel does not guarantee safety or security of Vendor, Vendor's personnel, or Vendor's products.

**13)Terms of Vending.** The Vendor shall sell its Products described above for the Event. The Vendor shall begin promptly at the start times listed above, and sell its Products only within the Date(s) and Time(s) described above. Reasonable variances from the Date(s) and Time(s) are permitted for acceptable reasons. The CWTS has sole and absolute discretion as to what constitutes a "reasonable variance" and what constitutes an "acceptable reason."

**14)Attendance.** Vendors who do not provide 24 hours' notice of cancellation will be considered "no shows" and will not be eligible to return during the 2016/2017 Season for any further scheduled dates. Unless the CWTS notifies the Vendor of a cancellation, Vendor should assume the Event is still occurring, even if Vendor predicts that the Event will be canceled for weather conditions. Vendor understands that its failure to cancel its reserved site or notify the CWTS of its late arrival after 2:30 P.M. may result in the Space being assigned to another vendor. If a different space is available, Vendor may, but is not guaranteed to, be assigned to another location. Vendor understands the CWTS will not refund previously paid fees by Vendor in the event of Vendor "no show."

**15)Decorations, Equipment, Etc.** The Vendor is encouraged to decorate Vendor's Space. The Vendor is responsible for all of its own decorations, equipment transportation, set-up, and break-down; and anything else necessary to sell its Products shall be provided by and at the expense of the Vendor. Vendor agrees to keep the Space attractive and to clean it at the close of the Event. The CWTS must approve all tents prior to setup and use, and all tents must be anchored sufficiently to withstand the wind and weather conditions during the Event.

The Vendor shall leave the site and the Space in a condition equal to that prior to the Event. The CWTS shall not be responsible for any equipment or other property of the Vendor brought to or left on CWTS property.

Vendor agrees to set up the Space prior to 2:30 P.M., and agrees not to tear down or pack up the Space prior to 8:00 P.M. Vendor understands that the CWTS has the right to control the

“aesthetics” of the Event. Vendor agrees to keep its display, decorations, equipment, Products, and other materials inside the Space. All Vendor activity related to the Event outside of the Space is strictly prohibited.

**16)Propriety.** The Vendor shall ensure that during the Event and while selling its Products, Vendor and Vendor’s personnel will restrain from swearing, lewd actions, or lewd comments. Vendor agrees to be honest and at all times conduct himself/herself/itself in a courteous manner. Discriminatory, rude, abusive, offensive, or other disruptive conduct is strictly prohibited.

**17)No Smoking or Drinking Alcohol.** Vendor will not smoke or drink alcohol within the boundaries of the Event.

**18)Personnel.** Vendor represents that Vendor has, or will secure at Vendor’s own expense, all necessary personnel required to sell its Products pursuant to this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the CWTS. All of the sales of Products shall be performed by the Vendor, or under Vendor’s supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed or permitted under state and local law to sell Vendor’s Products.

**Vendor is responsible for having all those associated with the Vendor, Space, Products, or otherwise associated with the Vendor at the Event, including Vendor’s children, adhere to the terms of this Agreement.**

**19)Animals.** The Vendor is responsible for keeping the animal under control at all times. The Vendor assumes full responsibility for any injury or property damage caused by the animal.

**20)Vehicles.** All vehicles belonging to Vendor or Vendor’s personnel shall park in the assigned vendor parking area prior to the start of the Event, if vendor parking exists for the event.

**21)Finances.** Vendor is responsible for bringing its own change, bank box, and making all other necessary financial arrangements for the sale of its Products and for securing monies received by the Vendor at the Event.

**22)Content, Logistics, Etc.** The Vendor understands that the CWTS has sole and absolute discretion as to the selling of Products and propriety of the Vendor. The Vendor also understands that the CWTS has final and complete control of the method, manner, means, scheduling, placement, and other logistical considerations at the Event.

**23)Cancellation.** The CWTS reserves the right to cancel or postpone the Event for any reason and the CWTS may, in its sole and absolute discretion, choose to refund fees for events that were canceled or postponed for reasons other than weather conditions. In the event of any cancellation or postponement by CWTS, the CWTS will endeavor to notify the Vendor as soon as practicable prior to the Event.

The Vendor or agent must notify the CWTS immediately of any reason which might result in Vendor's failure to attend on the scheduled date.

The CWTS reserves the right to approve /substitute any other vendor for Vendor in the event that Vendor is not able to attend as scheduled.

Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability, except that the provisions of this Section shall survive termination of this Agreement and remain in full force and effect.

**24)Default.** The failure of the Vendor to comply with the provisions set forth in this Agreement shall constitute a default and breach of this Agreement. In the event of default or breach, the CWTS may terminate this Agreement.

In the event that the Vendor is not ready to set up its Space or sell its Products at the scheduled time; or if the Vendor or its personnel arrive at the performance in such a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner; then the Vendor is deemed to have committed a material breach of this Agreement and the CWTS shall have the absolute right in its sole discretion to cancel the Vendor or terminate any sale in progress. Under such circumstances Vendor will not be entitled to a refund of any fees.

**25)Waiver.** The CWTS shall not be responsible for any property damages or personal injury sustained by the Vendor from any cause whatsoever related to the Event, whether such damage or injury occurs before, during, or after the Event. The Vendor hereby forever waives, discharges, and releases the CWTS, its agents, and its employees, to the fullest extent the law allows, from any liability for any damage or injury sustained by the Vendor. **This waiver, discharge, and release specifically includes negligence by the CWTS, its agents, or its employees, to the fullest extent the law allows.**

**26)Indemnification.** The Vendor shall indemnify, save, and hold harmless the CWTS, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CWTS, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct, the faulty equipment (including equipment installation and removal), or the animal of the Vendor. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CWTS as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require Vendor to indemnify the CWTS for its own negligence, or intentional acts of the CWTS, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

**27)No Transfer.** Vendor shall not subcontract, assign, or otherwise transfer this Agreement to any individual, group, agency, government, non-profit or profit corporation, or other entity.

**28)Insurance.** The Vendor shall obtain all insurance required by the CWTS and provide proof thereof at least 10 days prior to the Event. The Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the Event or this Agreement. The CWTS is to be included as “Additional Insured” with respect to liability

arising out of services performed by the Vendor by or on behalf of the CWTS or acts or omission of the Vendor in connection with selling Vendor’s Products pursuant to this Agreement. The Certificate must include the following additional insured language:

Norfleet Construction  
PO Box 1487  
Newberry, Florida 32669

**29)No Discrimination.** The Vendor shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement or the Event.

**30)No Partnership, Etc.** The Vendor agrees nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or employee relationship. It is specifically understood that the Vendor is an(a) independent contractor(s) and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the selling of the Products.

**31)Health and Safety.** The Vendor shall take the proper safety and health precautions to protect Event attendees, the CWTS, the Vendor and Vendor’s personnel, the public, the property and products of others, and will be responsible for all damage to persons and/or property that occur as a result of the Vendor’s negligence or misconduct. Vendor will exercise its own judgment in matters of safety for itself and attendees of the Event. The Vendor attests that it possesses a current personal accident and or personal health insurance policy. If Vendor is preparing food in the Space, Vendor must have a fully functional fire extinguisher, appropriate for the Vendor’s activities, readily available inside the Space at all times. Vendor understands it will not be allowed to participate in the Event without an appropriate fire extinguisher.

**32)Promotional Materials.** The Vendor agrees that the CWTS may photograph and/or record video and audio of the Event, including Vendor and Vendor’s Products, and that such photographs and recordings may be (i) used for the purposes of promotion of the Event or future events; (ii) transmitted live or by recording on local television and radio channels. The Vendor agrees that the Event, including information about the Vendor and the Products, can be advertised prior to subsequent to the Event. Vendor expressly consents to the use of Vendor’s children’s names and photographs in such promotional materials. The CWTS shall attribute the Products to the Vendor.

**33)No Exclusivity.** Vendor understands that it is not guaranteed the exclusive right to sell any one Product, and that other vendors may be selling the same or similar products with the exception



of Direct Sales Vendors whose rule applies that the first vendor with all information, and payment will be the vendor for that Direct Marketer.

**34)No Infringement.** The Vendor represents that in selling its Products pursuant to this Agreement, the Vendor will not infringe on the property right, copyright, patent right or any other right of anyone else; and if any suit is brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said Vendor or appearance as part of the Event is an infringement on the property right, copyright, patent right, or other rights, the Vendor will indemnify the CWTS against any and all loss, damages, costs, attorney fees or other loss whatsoever. The Vendor shall not use the CWTS's logos, or marks without the CWTS's prior written approval.

**35)Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

**36)Counterparts and Transmission.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

**37)Agreement Deemed to be Drafted Jointly.** This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.

**38)Governing Law, Jurisdiction, and Venue.** The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Alachua County, Florida, for all purposes, to which the Parties expressly agree and submit.

**39)Independent Advice.** The Parties declare that the terms of this Agreement have been read and are fully understood. The Parties understand that this is a binding legal document, and each Party is advised to seek independent legal advice in connection with the matters referenced herein.

**40)Severability.** If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties.

**41) Voluntary Waiver of Provisions.** The CWTS may, in its sole and absolute discretion, waive any requirement of the Vendor contained in this Agreement.

**42) Public Records.** The CWTS is a public agency subject to Chapter 119, Florida Statutes.

The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the CWTS in order to sell its Products and attend the Event as referenced herein;
- b. Provide the public with access to such public records on the same terms and conditions that the CWTS would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to the CWTS, at no cost, all public records in possession of the Vendor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CWTS in a format that is compatible with the information technology systems of the CWTS.

The Vendor also understands that CWTS may disclose any document in connection with Vendor or the sale of the Vendors Products pursuant to this Agreement, so long as the document is not exempt or confidential and exempt from public records requirements.

**43) Removal from Event.** Vendor understands that if it acts unethically or unsafely in connection with the Event, the CWTS has the right to immediately and permanently remove the Vendor from the Event and any other scheduled events.

**44) Compliance with Laws.** In the selling its Products pursuant to this Agreement, the Vendor shall comply in all material respects with all applicable federal and state laws and regulations and all applicable Alachua County, City of Newberry, FL and CWTS ordinances and regulations, including ethics and procurement requirements. Vendor will post in its Space proof of all necessary licenses.

**45) Event Rules.** Vendor agrees to abide by all rules promulgated by the CWTS in connection with the Event.

**46) Effective Date and Termination.** This Agreement will become effective at the date and time that the last party signs this Agreement and be renewed January 1<sup>st</sup> each year for recurring events. OR Agreement will automatically terminate after the Event and payment to the CWTS, whichever occurs first. Nothing in this paragraph shall be construed so as to affect the CWTS's right to cancel or postpone the Event or the Vendor's attendance at the Event pursuant to this Agreement.

**47) Survival.** The provisions of this Agreement regarding the products of the Vendor, promotional rights, infringement, indemnity, waiver, insurance, and cancellation shall survive the expiration

or termination of this Agreement and remain in full force and effect.  
48) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Representative for Vendor Print

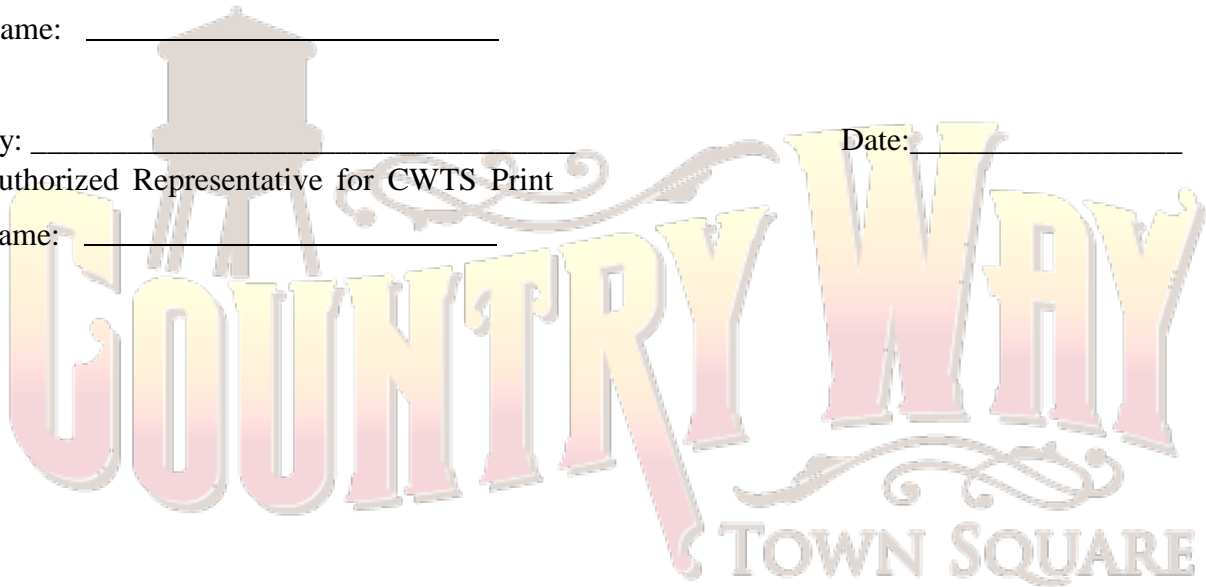
Name: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Representative for CWTS Print

Name: \_\_\_\_\_





# Market Days Vendor Rules & Regulations

## LOCATION:

CountryWay Town Square  
1739 SW 248<sup>th</sup> Drive,

## Event Hours:

Various Times and  
Days – See Flyers,  
FB Event Page or Event  
Manager

1. Set up is one hour prior to event opening. Please let us know if you need more time. **All booths** must be set up & ready for inspection 15 minutes prior to event opening.
2. Vendor shall off load then immediately move vehicles to the designated parking area before setting up their tent.
3. Space assignments, setup times or check-in location will be sent to you via e-mail approximately 1 week prior to the event.
4. Check in at the info booth, to be directed to the assigned tent or space prior to setup.
5. Bring your own dolly for load-in and load-out; there is no guarantee you will be able to drive up to your assigned tent space.
6. Vehicles must off the midway ½ hour prior to opening.
7. Vendors will provide their own lighting & extension cords, and power strips. (electricity extra fee)
8. Vendors shall not relocate, move, switch or trade tent space without the express direction of the CWTS Market Director or Norfleet Construction.
9. Vendors may only sell from the confines of their tent. If more space is required, please purchase additional space.
10. Vendors must adhere to the hours of the event as outlined. Early breakdown will result in exclusion from any of our future events.
11. Exhibitors may not share tent space, nor may they sublet space to anyone else. (unless Agreed on Prior with MM)
12. Your assigned tent area must remain neat, clean and products appropriately displayed.
13. Event Staff will randomly circulate the show to ensure that all work shown is in compliance with these guidelines.
14. Vendors are required to keep their space clean, and to remove all trash from their tent space.
15. Vendors must get the all clear to begin break down of display for the end of day, or the end of the event. Vendor tents are required to remain open for the duration of the event.
16. Please break down your display and pack up before bringing your vehicle onto the midway.
17. If you are sampling an approved food product at your booth, you must provide a copy of your liability insurance certificate with Norfleet Construction Inc. listed as additionally insured.
18. Water **IS NOT** provided.
19. Limited electricity is available, however, it cannot be guaranteed unless prior arrangements are made and approved.
20. Quiet/whisper generators are permitted w special permission. Any generator that can be heard outside of the confines of your assigned space is not permitted. If your generator is deemed by Event Staff to be disruptive, you must agree to immediately discontinue its use
21. Exhibitors must abide by and displays must be in accordance with local fire regulations.
22. It is recommended (but not required) that all vendors have a fire extinguisher at their booth.
23. It is mandatory that all food & amusement vendors have adequate fire extinguishing equipment at their booth space with current certification tags attached and ready for inspection by the Fire Marshal, this includes a Class K extinguisher if any type of fryer is to be used.
24. Booth Fees are non-refundable, with the exception of your application being rejected; your check will then be marked void and destroyed. Please provide a self-addressed, stamped envelope if you wish to have your voided check returned to you.
25. All Fees must be paid in full prior to occupying booth space at the event.



# Market Days Vendor Rules & Regulations

**LOCATION:**

CountryWay Town Square  
1739 SW 248<sup>th</sup> Drive,

**Event Hours:**

Various Times and Days – See Flyers, FB Event Page or Event Manager

Submission of an application does not guarantee your acceptance. Checks may be cashed upon receipt. If your check is cashed and you are later rejected, your booth fee will then be promptly refunded.

- 26. Stop Payment/Charge Back: The issuance of a stop payment or a charge back shall be construed as theft of booth space and may result in criminal prosecution or civil litigation to recover fees and costs of collection.
- 27. The CWTS reserves the right to move, discontinue, or limit the participation of any approved applicant at any time.
- 28. The Event will be held rain or shine. There will be no refunds for failure to show, inclement weather without prior cancellation by the CWTS cancellation, or any reason other than the rejection of your application.
- 29. The CWTS or for that matter the City of Newberry and their employees or contractors are NOT RESPONSIBLE for any property damage, lost or stolen merchandise that occur at your tent.
- 30. The event does not offer nor provide individual vendor insurance coverage. Neither the CWTS, nor the City of Newberry, will assume liability for any losses that you may incur. All vendors are solely responsible for maintaining their compliance with relevant state, local, and federal and federal health regulations, codes, licenses, insurance and taxes.
- 31. Vendors are solely responsible for maintaining their compliance with relevant state, local, and federal health regulations, codes, licenses and insurance.
- 32. Vendors are responsible for collecting, reporting and paying their own sales tax.
- 33. Approved Applicants agree to sign a WAIVER OF LIABILITY before occupying a booth space.
- 34. Failure to comply with the Rules and Regulations governing this event may result in your expulsion from the event without refund in addition to being barred from future events. Respectful cooperation with local authorities is mandatory (I.e. State, County, & City Employees, Event Staff and Volunteers.)
- 35. You are required to conduct yourself in a safe, courteous and professional manner. If you should have an issue with the event or a fellow vendor, promptly bring the matter to the attention of event staff so that we may attempt to remedy the situation. Unprofessional conduct that may be detrimental to the event including derogatory comments made to patrons, sponsors or fellow vendors regarding the event, its staff, promoters and or sponsors may result in your expulsion from the event without refund and further subject you to litigation for damages.
- 36. All vendors MUST refrain from alcohol consumption during event hours
- 37. Exclusivity will not be granted to any one vendor; however, precautions will be taken to limit duplication of similar items. Sales will be restricted to those items listed on your approved application. You will be notified prior to acceptance if any of your listed items are required to be removed from your item list. **Only SPONSORS** may request exclusivity on certain products and services, if their request is granted; affected vendors will be notified prior to the event of their new limitations. If an affected vendor is not able to accept their new limitations, they may request to have their application rejected, and receive a refund in the amount of their booth fee. The vendor further agrees and understands that they are not entitled to receive any additional compensation.

I, the undersigned, have read and agree to the terms and conditions, and will adhere to the Rules and Regulations set forth by the CountryWay Town Square, DBA Norfleet Construction.

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

Name: \_\_\_\_\_

## INDEMNIFICATION AND WAIVER OF LIABILITY AGREEMENT

This Indemnification and Waiver of Liability Agreement is my acceptance that I, myself, my spouse, my heirs, executors, and any assigns, hereby forever release, discharge, waive, and agree to hold harmless and indemnify the CountryWay Town Square, DBA Norfleet Construction, its officials, agents, instructors, employees, and volunteers from any and all claims, suits, demands, causes of action of any kind whatsoever, which I or my spouse, heirs, executors, or assigns have, may have, or claim to have, known or unknown, as a result of any losses, damages, or injuries, including death, which may be sustained or suffered, directly or indirectly, including injuries or damage to person or property, including death, arising out of or in any way connected with my participation as an independent contractor for the CountryWay Town Square, DBA Norfleet Construction, and with the acts, omissions, or negligence of the CountryWay Town Square, Norfleet Construction or its officials, agents, instructors, employees or volunteers in assignment of work as an independent contractor. This document valid for One (1) Calendar Year.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name of Company, group or Act: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Email Address: \_\_\_\_\_