

Fellsmere Frog Leg Festival, Inc. 2023 Exhibitor Rules & Application

We appreciate your interest in the 32th Annual Frog Leg Festival, Inc.

<u>Dates</u>: January 19th, 20th, 21st, 22nd, 2023

Location: Fellsmere City Hall (Old School Complex)

22 S. Orange Street Fellsmere, FL 32948

Festival Hours: Thursday 4:00 pm – 11:00 pm (set-up and ready by 2:00 pm; Can close at 9)

Friday 4:00 pm – 11:00 pm (set-up and ready by 2:00 pm; Can close at 9) Saturday 10:00 am – 11:00 pm (set-up and ready by 9:00 am; Can close at 9)

Sunday 11:00 am – 6:00 pm (set-up and ready by 9:00 am)

This contract is between the Exhibitor applicant and the Fellsmere Frog Leg Festival, Inc.

The FLF must receive the signed contract, Business Tax Receipt and photos of items to be sold before
your application can be processed. You will only be permitted to sell or display items that are in the
photos you submit.

- Application (Including payment, BTR & photo of display) deadline is December 15, 2022.
- <u>Vendor fees</u> for all four day are as follows:

One Booth \$225.00
Two Booths \$425.00
Three Booths \$600.00
Non-Profits \$150.00

Corner Booth \$25 additional Midway Spot \$50 additional

- Full payment must be received upon receipt of approval email. Any exhibitor not accepted will be notified by email. Fees are non-refundable once the FLF accepts a vendor.
- Money Orders payable to the Fellsmere Frog Leg Festival, Inc. or Online Payment through PayPal
 are the only forms of payment accepted.
- Please apply by clicking "Instructions on how to become an exhibitor" box.
- Applications will be processed in the order in which they are received. We require a description of all
 things you will be selling and a detailed photo of your items along with the setup display. You may not
 sell items other than those approved in advance. Photos will not be returned. If approved, a letter of
 acceptance will be issued to inform you of the acceptance. Fees will not be due until you receive your
 notice of acceptance. All exhibitors will be subject to the same rules and regulations.

Vendor Rules and Regulations

The failure to comply with the terms of this Agreement and the Rules and Regulations shall constitute a default and subject you to immediate expulsion from the Festival, plus damages for any losses sustained by the Fellsmere Frog Leg Festival, Inc. or the City of Fellsmere, if the default is not immediately corrected after verbal notice.

- Exhibitor spaces are 10' frontage and 10' in depth. Every tent must be weighted.
- Each vendor must be ready to open by 2:00 pm on Thursday and Friday and 9:00 am on Saturday and Sunday. Exhibitors must commit to 4 days and hours of operations. No subletting or reassignment of your space. All booths must be manned during hours of Festival operation. All booths must have lighting for use after the sun goes down. We are allowing exhibitors to close at 9:00 pm but there will not be security from 9:00 pm 11:00 pm.
- Equipment and booth teardown may only occur after 6:00 pm on Sunday and everything must be removed by 11:00 pm. No exhibitor vehicles will be permitted on the festival grounds until Sunday after 6:00 pm. You are responsible for leaving your space clean, including removal of trash and debris. All trash must be placed in dumpsters.
- Limited parking is available in the designated parking area of the City of Fellsmere Municipal Parking Lot located on North Orange Street.
- Limited 110v electricity is available. You must request electrical service in advance and bring your own 100' extension cord. Generators are not permitted.
- Weather is unpredictable and can present challenges for vendors and guests. Please note weather conditions will not give cause or justification for your absence or departure. Fees will not be refunded due to inclement weather. Any decisions regarding closure of the FLF will be at the sole discretion of the FLF.
- Exhibitor's entire display must fit within assigned space. No exhibitor may extend past the approved
 designated space as determined by FLF. Your space will be clearly marked. Please do not plan on
 placing any racks, displays or products outside of your space. Anything placed in aisles will be grounds
 for removal from the festival. Trailers will not be allowed behind the exhibitor's tents.
- You are responsible for collecting and submitting all appropriate taxes.
- Any attempt to sell unapproved items will not be tolerated. The Festival reserves the right to close and/or remove exhibitor who have serious violations or lack of professionalism. We reserve the right to cancel or eject any disruptive or fraudulent exhibitors without refunds.
- This contract is not assignable or transferable. Only businesses, groups or organizations listed on the application will be permitted to operate or advertise from the festival location.
- Fire prevention requires all tents to be labeled fire retardant and/or fire resistant. All other tents will be deemed unapproved and you will be required to remove your tent. All exhibitors will be required to furnish their own fire extinguisher that must be visible at the time of the fire inspection.
- No alcoholic beverages of any type shall be permitted.
- Frog Tee Shirts are not allowed to be sold. Fellsmere Frog Leg Festival, Inc. is the only entity allowed to sell Tee Shirts depicting frogs at the festival.
- Food and beverages of any type are not allowed to be sold from vendor booths unless they are prepackaged.
- No political merchandise or booths will be allowed.
- Music is to be kept at a reasonable level and not to be heard beyond booth. In the event there are
 complaints about the volume, FLF will determine if action is warranted. If a violation occurs, a verbal
 warning will be issued. A second violation will result in a \$25 fine. Any further offenses may result in
 additional fines and the removal of music from the booth.
- No form of gambling will be allowed. No illegal activities will be allowed.
- Public bathroom facilities are provided on the festival grounds. No other facilities will be allowed.
- The undersigned hereby releases and forever discharges its employees and agents, the Fellsmere Frog Leg Festival, Inc., all volunteers putting on the festival (hereafter call Parties), from any and all liability of any kind for any loss or damage to personal property during participation in the Frog Leg Festival and agrees to hold harmless, defend and indemnify the Frog Leg Festival, Inc. against all claims, losses, damages or liability of any kind, including costs and attorney's fees arising out of participation in the Frog Leg Festival. Any litigation arising out of this Agreement shall be in Indian River County, Florida and shall be decided on Florida Law.

(Please retain a copy for your records)

Frog Leg Festival Exhibitor Application

Contact Name			
Contact Name			
Address		2/ /	
Street	City	State	Zip
Cell Phone			
Email			
Description of Items to be Solo	<u> </u>		
Non-Profit Organization: Yes	s No		
Attended Frog Leg Festival pre	viously?	If so, when?	
How many 10' x 10' spaces ne	eded?		
Tiow many to x to spaces no			
Electric Requirements Yes	s No		
If yes, what are you powering?	(Please be specifi	ic)	
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read, understand and agree	to follow all rules	and rogulations of	the Follows
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Office Use Only: App Rec.: BTR Rec.:

Payment Rec.: Final App Sent:

Photo Rec. Location: Prelim App. Sent: Check In: