

**2009 WINTER FESTIVAL
EXHIBITOR'S APPLICATION
APPLICATION DEADLINE: October 30, 2009
Festival Date: Saturday, December 19, 2009, 3:00 - 10:00 p.m.**

All applications will be reviewed and accepted based upon product, quality, appropriateness, space availability and overall compliance with required procedures. The Winter Festival Committee reserves the right to accept or deny any application. If selected, your participation as a Winter Festival exhibitor constitutes permission to use your name(s), likeness(es) and voice(s) for future advertising and publicity without compensation.

Complete the following and either mail or hand-deliver to the address below (faxes will not be accepted). Please print or type:

Business Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____ State: _____ Zip: _____

Cell Phone: _____ Work: _____ Fax: _____

Email: _____ Sponsoring Organization: _____

Please submit the following support documentation with this application, if applicable:

- 1) Entry Fee in full; 2) Signed/Dated Liability Disclaimer; 3) Proof of Insurance; 4) Photo of Booth; 4) Description of booth; 5) Copy of Federal Tax ID# (Commercial exhibitors); 6) Copy of Non-Profit Status ID#, if applicable;

IMPORTANT: Exhibitors may not sell items or solicit funds. Nor may they hand out for free any food or beverages, to include bottled waters, sodas, coffee, hot chocolate, etc. These items are reserved for approved food vendors only. Refer to the attached Rules, Regulations, and Guidelines for details. Electricity is not available to Exhibitors. Generators are prohibited. Exhibitors are required to provide all the equipment, tent, table, chairs, battery-operated lighting, etc., needed to operate. The Winter Festival provides only the space set up.

Please be prepared to provide samples of your handouts to the Winter Festival Committee with your application package. In the spaces provided below, please itemize all marketing/promotional materials that you are requesting to distribute (use additional paper if necessary):

ITEM	ITEM

FEE: \$125.00
 Make checks payable to: **Tallahassee Friends of Our Parks Foundation, Inc.**
PLUS: \$75.00 CLEANING/DAMAGE DEPOSIT (see Rules, Regulations & Guidelines)
Credit Cards cannot be accepted

I (print), _____ (Applicant/Authorized Representative), hereby acknowledge that I have read the Rules and Regulations associated with exhibiting at the Winter Festival and have duly informed all entry participants (my employees, volunteers, representatives, agents, etc.) of said Rules and Regulations and agree that Applicant and all participants in this entry will heed all Winter Festival Committee rules and regulations and directives, whether written or oral, and all applicable laws and ordinances.

 Signature, Applicant/Authorized Representative

 Date

Questions:
 Jan Bubsey, Director of Operations
 Phone: (850) 891-3860 Fax: (850) 891-3874 TDD: 711
 Email: winterf@talgov.com Website: talgov.com
 Mail application to:
 Winter Festival Exhibitor
 912 Myers Park Drive Tallahassee, FL 32301

CITY OF TALLAHASSEE
Winter Festival – A Celebration of Lights, Music and the Arts
LIABILITY DISCLAIMER

The City of Tallahassee Winter Festival does not provide liability insurance for the protection of participants, spectators, merchants or others who participate in Winter Festival activities.

In consideration of being permitted to participate in such activity, the participant does hereby release and forever discharge the City of Tallahassee, its officers, officials, employees and agents, jointly and severally from any and all actions, cause of action, claims and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by participants, merchants, spectators, or others in consequence of participating in City of Tallahassee Winter Festival activities. This waiver and release expressly includes any action, cause of action, claim or demand based upon any act, omission or negligence by the City of Tallahassee its officers, officials, employees or agents.

This release extends and applies to, and also covers and includes all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands injuries or damages which are unknown or unsuspected to the person executing such release at the time of such executive, are hereby expressly waived.

I hereby agree on behalf of my heirs, executors, administrators and assigns to indemnify the city of Tallahassee, its officers, officials, employees and agents and all members and officials of the Winter Festival Committee, jointly and severally, and to hold the same harmless from and against any and all actions, claims, demands and liabilities, loss, damages and expense of whatever kind or nature, including attorney fees, which may at any time be incurred by them or claimed against them by reason of my participation in the Winter Festival. This hold harmless and indemnity provision expressly includes any action, cause of action, claim or demand based upon any omission or negligence by the City of Tallahassee, its officers, officials, employees or agents.

Signature, Applicant/Authorized Representative

Date

Print, Applicant/Authorized Representative

2009 WINTER FESTIVAL EXHIBITOR'S APPLICATION
RULES, REGULATIONS AND GUIDELINES
APPLICATION DEADLINE: October 30, 2009

- A.
1. The Winter Festival Committee reserves the right to accept or deny any application.
 2. If accepted to participate, the Committee will have the final determination of placement for each exhibitor.
 3. Exhibitors may have only one (1) booth.
 4. Exhibits are to be displayed only within the assigned space. No roving is permitted.
 5. Only materials that were pre-approved by the Committee may be displayed or handed out.
 6. Selling is not permitted. Solicitation of funds is prohibited.
 7. No food or beverages may be handed out free of charge or sold at exhibitor's booths. Only Committee-approved food vendors may sell or hand out food and beverage.
 8. Exhibitors are required to provide all the necessary equipment needed to operate (tables, tents, chairs, display boards, battery-operated lights, Coleman lanterns, etc.)
 9. Electricity is not available to exhibitors. For safety and health reasons, generators, candles and other open-flame lighting are not permitted.
 10. If accepted, participants will receive load-in/load out permits in mid-November. These permits must be displayed on the driver's side dashboard in order to gain entrance into the festival area to set up.
 11. Upon your arrival on event day, if your tent/trailer is larger than what you were approved for, you may be denied access to your assigned space and would, thereby, forfeit all fees previously paid. If we can accommodate you, you will be either: 1) required to pay an additional \$50 per front foot plus an additional \$25.00 service fee; or, 2) reassigned to another location that can accommodate your tent/trailer if such space requirements are available. The Committee reserves the right to make the final determination. Please be specific regarding required footage on your application.
 12. Prior to setting up, please check in at the Winter Festival Information Booth, which will be located on the corner of Park Avenue and Adams Street. At that time, you can pick up any additional information that may apply to you.
 13. You may start setting up after 8:00 a.m. on the day of the event.
 14. Staging Marshals will be available to assist you upon arrival and will come to your booth to issue your work permit(s). The permit(s) are to be prominently displayed on your booth throughout the event.
 15. No overnight parking or unloading will be allowed. Vendors not in compliance will be towed at their own expense.
 16. Vehicles must be removed from the festival area by 2:00 p.m. After 2:00 p.m., vehicles will not be allowed entry into the festival area to load/unload. Public parking will be identified in your final package.
 17. Exhibits must be in place by 2:00 p.m. and ready for inspection by the Fire Marshal and Winter Festival staff.
 18. **Mandatory:** Exhibitors, their displays and vehicles must be completely out of the festival area no later than midnight. No exceptions.
 19. Exhibitors wishing to close down earlier than 10:00 p.m. may not bring in their vehicles into the festival area to remove their equipment, etc.
 20. Exhibitors may not sell, promote, advertise or hand out free of charge any alcoholic beverages, tobacco products, weapons, fireworks, illegal drugs, controlled substances or illegal paraphernalia; nor, are they allowed to hand out any written literature with regards to alcoholic beverages, tobacco products, weapons, fireworks, illegal drugs, controlled substances of illegal paraphernalia. To do so, will call for immediate shutdown and removal from the festival and will jeopardize future participation in Winter Festival activities. Refunds will not be granted. No exceptions.
 21. Exhibitors may not consume or have in their possession any alcoholic beverage or controlled substances, illegal drugs or paraphernalia. This will be closely monitored throughout the event.
 22. All Winter Festival exhibitors are required to pay a \$75.00 Cleaning/Damage Deposit (refundable only if your area is left clean and no property damage has occurred to the parks and common areas – to include plants, flowers, shrubs, trees, decorations, etc. - around assigned booth). Please allow 6-8 weeks for your refund. Note: Should the cleaning or damages exceed \$75.00, you will be invoiced accordingly.
 23. Tents/tarps/canopies must be fire resistant/flame retardant and must have a manufacture's tag attached. The Winter Festival will not accept any tent larger than 10' x 20'.
 24. Tents/tarps/canopies must be secured using appropriate anchors such as sandbags or weights. Staking will not be permitted and this will be strictly monitored throughout the event.
 25. The Fire marshal has made it mandatory that all vendors supply their own first aid kits and fire extinguishers. These items are to be prominently displayed at your side from the time you set up and all throughout the day and evening until you dismantle and leave the festival area.
 26. Personal use of the Winter Festival logo is strictly prohibited. The Winter Festival logo is implemented for use through the Executive Committee only.
 27. The City of Tallahassee, its employees, event sponsors and volunteers are not responsible for neglect, damage to your booth, theft, or personal bodily injury to you or your employees, your representatives, your volunteers or your guests while participating in the Winter Festival. This includes traveling to and from the event, pre-event set up, during the event, and post-event tear down.

28. The City of Tallahassee Parks and Recreation Department reserves the right to photograph/videotape facilities, activities, and program participants for potential future use. All photographs/footage will remain the property of the Tallahassee Parks and Recreation Department and may be used for publicity or promotion purposes only.

- B.
1. Applications are accepted based upon product, quality, appropriateness, space availability and overall compliance with procedure.
 2. Applications received after the deadline will be assessed a \$25.00 non-refundable Late Fee. Applications and all fees received after the deadline must be paid for in cash, by money order, or cashier's check.
 3. Late applications will be placed on a waiting list. If vacancies become available, applications will be pulled from the waiting list based upon product, quality, appropriateness, space availability and overall compliance with procedure.
 4. If accepted, Exhibit booths must be decorated in holiday decorations – battery-operated mini lights, wreaths, garland, etc.
 5. Entry fees are non-refundable after November 13, 2009. If you cancel prior to that date, you will be charged a \$25.00 Cancellation Fee, which will be deducted from your entry fee. Please submit a letter via fax, U.S. Mail, or email to request a refund. Please allow 6-8 week to receive refund.
 6. All checks returned for insufficient funds, must be made good not later than November 13, 2009 to be eligible to participate. You will be assessed a \$25.00 fee in addition to the amount of entry fee. Entry fees and service charges must be paid for in cash, money order, or cashier's check after October 30, 2009. Personal checks will not be accepted.
 7. Refunds will not be given for inclement weather.
 8. If selected, your participation as a Winter Festival arts and crafts vendor constitutes permission to use your name(s), likeness(es) and voice(s) for future advertising and publicity without compensation.
 9. All components of Winter Festival are subject to cancellation or change.

EXHIBITOR APPLICATION PACKAGE CHECK LIST (must be submitted with application):

- Completed Application Form
- Signed/Dated Liability Disclaimer
- Entry fee in full, including \$75.00 Cleaning/Damage Deposit (refundable only if your area is left clean and no property damage has occurred to the parks and common areas – to include plants, flowers, shrubs, trees, decorations, etc. - around assigned booth). Please allow 6-8 weeks for your refund. Note: Should the cleaning or damages exceed \$75.00, you will be invoiced accordingly.
- Make check payable to Tallahassee Friends of Our Parks Foundation, Inc.
- Provide a photo and description of set up with application
- Copy of State of Florida Business Tax License/Occupation License (if required)
- Proof of Insurance
- Copy of Federal ID# (if required)
- Mail or hand-deliver application to: Winter Festival Exhibitor, 912 Myers Park Drive, Tallahassee, FL 32301. Faxes will not be accepted

EVENT REMINDER

- Flame-retardant tag on tent
- Certified fire extinguisher – minimum 10BC with certified tag
- First Aid kit
- No staking
- You are not allowed to rove throughout the festival. You must exhibit only within the area which was assigned to you

IMPORTANT DATES AND DEADLINES TO REMEMBER

- ❖ Festival Date: Saturday, December 19, 2009 ~ 3:00 p.m. – 10:00 p.m.
- ❖ Exhibitor's Application Deadline: October 30, 2009
- ❖ Entry Fee Non-Refundable after: November 13, 2009
- ❖ Checks returned for insufficient funds must be made good by: November 13, 2009. NOTE: A \$25.00 Service Charge will be assessed in addition to the entry fee. All fees must be paid for in cash, money order, or cashier's check after October 13, 2009
- ❖ \$25.00 Non-Refundable Late Fee will be required for all applications received after: October 30, 2009

QUESTIONS?

Jan Bubsey, Director of Operations
Phone: (850) 891-3860 Fax: (850) 891-3874
Email: winterf@talgov.com

Important Notice: Due to the Homeland Security Advisory System, all activities, events, and other Winter Festival Components are subject to change or cancellation. Notification of such changes or cancellations will be submitted accordingly.

If a person with a disability requires an accommodation to participate or if special seating arrangements are needed, requests must be made to the event coordinator seventy-two (72) hours prior to the event.

The City of Tallahassee Parks and Recreation Department reserves the right to photograph/videotape facilities, activities, and program participants for potential future use without compensation.

A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.