

Terms and Conditions

COMPLIANCE: This application does not refer to any licensing requirements of the City of Dawsonville, Dawson County or State of Georgia. The Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations, and codes of duly authorized local, state, and federal governing bodies including but not limited to fire, safety, health, together with the rules and regulations of the operators and/or owners of the property wherein the Event(s) is held. Exhibitor is responsible for collection and payment of any applicable Sales and Use taxes incurred for its products sold at the Event.

QUALITY: The goal of KARE for Kids Inc. is to constantly upgrade the quality of and caliber of the Event(s) to make them more entertaining to the entire family. In order to achieve those ends KARE for Kids Inc. management will not tolerate anything that detracts from the overall appearance of the Event(s), or that appears to be in questionable taste. Exhibitors shall not have or operate any display that is the source of objectionable noises, odors, decorations or other aspects which are considered by KARE for Kids Inc. management to be obscene, objectionable, or interfering with surrounding displays, including but not limited to signs, lights, volume of noise, and costuming of exhibit personnel. Exhibits will not include audio with lewd, profane, or violent content. Exhibitors will ONLY be allowed to sell items listed on their application and must not misrepresent their merchandise. Interpretation of the meaning and scope of these restrictions shall be the sole prerogative of KARE For Kids Inc. management. KARE for Kids Inc. management or appointed representative has the final authority and shall have the full power to interpret, amend, and enforce all rules and regulations in the best interest of the Event(s). **ASSIGNING, SUBLEASING, OR DELEGATING OF SPACE IS ABSOLUTELY PROHIBITED, NO EXCEPTIONS**

LIABILITY: KARE for Kids Inc. shall not be liable for any loss or damage to the property or products of Exhibitor or its employees resulting from fire, robbery, accidents, or any cause arising from use and occupancy of the exhibition space or any part of the facilities maintained by KARE for Kids Inc. Exhibitor shall defend, indemnify, and hold harmless KARE for Kids Inc., its board members, officers, employees, agents, members, volunteers, contractors and event attendees from any and all actual or alleged claims, demands, cause of action, liability, loss damaging and/or injury to property of person, (including without limitation wrongful death) arising as a result of or in connection with the occupancy or use of said premises by the exhibitor including, but not limited to, claims arising out of damage to any part of the premises owned, leased, or under the control of KARE for Kids Inc. whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Exhibitor, its personnel, employees, agents, contractors or volunteers in connection with or arising out of Exhibitor's actions. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related cost or expenses, and any reimbursements to KARE for Kids Inc. for all legal expenses and cost incurred by it.

HOURS OF OPERATION: The hours of operation are from 8:00 a.m. to 5:00 p.m. Vendors must be in their booths and vehicles moved from the area by 7:30 a.m. **NO EXCEPTIONS. - No vehicles - except for authorized emergency service vehicles - will be allowed to travel through the festival area between the hours of 7:30 a.m. and 7:00 p.m. Event(s) are held regardless of weather conditions and any other factors that could impact attendance. No guarantees are made regarding the amount of business any vendor will do either day. Your booth rental fee allows you the opportunity to offer your goods for sale to the public.**

EXHIBITOR/EXHIBIT REQUIREMENTS: Please make sure you bring sand bags to hold your tents secure. Be prepared to have hand trucks/dollies or carts to help move your products to your exhibit area. GENERATORS are allowed. No items are allowed to be extended over or run across any pedestrian walkway, road way, or any other points of ingress or egress where pedestrians or other traffic may travel. Exhibits shall be arranged so as not to obstruct the general view or access to surrounding displays, aisles, access roads or public space within the premises controlled by KARE for Kids Inc. Exhibitors are responsible for electrical power, tables, chairs, lights, drapes, stanchions, or any other equipment required for the exhibit. Exhibitors must insure their exhibit does not pose any danger to any persons including but not limited to event(s) attendee(s), participant(s) and employee(s).

EXHIBITOR SPACE: A booth space is 10' wide x 10' deep. (If you use a trailer to sell your merchandise, give the EXACT measurements including the tongue.) If your Exhibit requires more than 10 feet (1 space) you must rent additional spaces to accommodate the length of your Exhibition. You must also send a picture of your Exhibition - as it looks when in use - in order for us to locate you in the best available space(s). : Please keep your booth/space neat. Rubbish should be placed into the nearest receptacle before leaving each night.

EXHIBITOR PARKING : Exhibitors must park in the area designated by KARE for Kids Inc. for vendor parking Exhibitors will be given one parking pass that should be placed on the dash of your vehicle at all times during the festival. The parking of vehicles at both locations is strictly prohibited. Vehicles included in exhibit must remain in exhibit until conclusion of the Event(s). **ABSOLUTELY NO OTHER VEHICLES PERMITTED IN VENDOR AREA AFTER SCHEDULED SETUP TIMES.** The traffic route(s), designated parking areas, and parade route will be strictly enforced. A state certified towing company will be on site to tow all violators at the vehicle owner's expense.

SECURITY: KARE for Kids Inc. management provides guard service for surveillance of the premises; however, Exhibitor is responsible for his own products. It is highly recommended that any products not securely fastened to your display be removed when exhibit is not occupied.

MOVE-OUT: Move-out will begin at 5:00 p.m. on the Sunday of the event. No Exhibitor will be allowed to tear down or leave the Exhibit area until that time unless permission is obtained from KARE for Kids Inc. management. All Exhibitors must be cleared from the KARE for Kids Inc. premises by 9:00p.m. on the Sunday of the event If the above conditions are not met the exhibitor will be subject to a \$250.00 fine, which must be paid to KARE for Kids Inc. prior to attending the next Event(s).

For additional information, and all other inquiries, please contact KARE for Kids Inc. at (706) 216-5273 or visit www.KAREforKids.org

Exhibitor acknowledges that it has read the above rules and regulations, understands and is satisfied with them, and will comply with them.

In witness whereof, Exhibitor hereby signs and submits this application to: **KARE for Kids Inc., P.O. Box 211, Dawsonville, GA 30534.**

All fees are NON-REFUNDABLE and NON-TRANSFERABLE. Festival is RAIN OR SHINE!