

MID-SOUTH BALLOON FESTIVAL TERMS AND CONDITIONS – VENDOR AGREEMENT

Your application for participation has been accepted. To confirm your involvement in the Mid-South Balloon Festival, you must provide a signed copy of this Vendor Agreement, proof of insurance, proof that you meet all permitting requirements, and payment of all applicable fees before August 20, 2025. This Agreement affirms that the Vendor agrees to abide by the rules and regulations set forth by The Mid-South Balloon Festival, including products to be exhibited, food to be served, and procedures for set-up and tear-down of all Vendor participants. Any Vendor refusing to comply with the rules set forth will automatically forfeit its booth space and registration fee and will be asked to leave the festival immediately.

GENERAL RULES & REGULATIONS The Mid-South Balloon Festival shall not be responsible for any injury or loss that may occur to the Vendor, its employees, agents, representatives, heirs, successors, or assigns, or its goods from any cause whatsoever while participating in the festival. The Vendor agrees that it will hold The Mid-South Balloon Festival, its designated representatives, employees, volunteers, successors and assigns, harmless and free from all damages because of liability occasioned by any act or omission, neglect, or wrongdoing of the Vendor, its employees, or any of its agents, officers or representatives. At its own expense, the vendor will defend and protect The Mid-South Balloon Festival, its owners, organizers, employees, volunteers, and Board Members against all such claims and demands. The Vendor also agrees to the Mid-South Balloon Festival. will not be responsible for accidents, fire, theft, breakage, or any other accident incurred by the Vendor at any time. The Mid-South Balloon Festival releases all liabilities and responsibilities. This includes the hours for setting up and dismantling before and after the festival.

_____ INITIAL HERE ACCEPTING THE GENERAL RULES AND REGULATIONS:

CERTIFICATE OF INSURANCE:

- **ALL VENDORS** must have commercial exhibitor/vendor Liability Insurance with liability limits of \$1,000,000 and Mid-South Balloon Festival, Town of Rossville, TN, Clark Family Investment, Lafayette Point Development listed as additional insureds.
- **FOOD AND HIGH-RISK VENDORS** will be required to obtain a Commercial General Liability Insurance policy of \$1,000,000 per occurrence. In addition to the Mid-South Balloon Festival, the Town of Rossville, TN, Clark Family Investment, and Lafayette Point Development must be named Additional Insureds, which must be noted on the Certificate of Insurance. The Insurance Company agrees to waive its Right of Subrogation against the Town of Rossville, Clark Family Investment, and Lafayette Point Development, which must be noted on the Certificate of Insurance.
- Participants must provide a Certificate of Insurance with this Agreement naming coverage as follows: The Mid-South Balloon Festival, Inc., P.O. Box 144, Collierville, TN 38027, be listed as an additional insured and Certificate Holder

FOOD PERMIT and INSPECTION - More information will come once the application is approved. As soon as your insurance has been provided

COKE IS THE MID-SOUTH BALLOON FESTIVAL APPROVED SODA AND BOTTLED WATER SUPPLIER. Please do not sell any other products other than COKE Products.

SETUP, TEARDOWN, GENERAL OPERATIONS CHECK-IN: All Vendor Participants must check in with a Mid-South Balloon Festival representative before setting up. Outstanding fees must also be paid before setting up.

SETUP: Booth set up begins at noon and must be completed and ready for sales at 2:30 P.M. and remain set up until the close of the event, 8:00 P.M. for nonfood vendors and 10:00 P.M. for food vendors. Upon completion of each day, the Vendor Participant is responsible for clean-up and trash removal of its area. Trash bins and a designated trash receptacle will be made available. Location assignments are based on the booth size and the separation of like businesses. Motor homes, long trailers, or 5th wheels are not allowed on the Jamboree site without prior written consent from the Mid-South

Balloon Festival Vendor Committee. Always be considerate of other Vendors who are already set up. Vendors must provide any ground cover required to avoid damage to the grounds and remove the same after the event.

TEARDOWN: Nonfood Vendor Participants may begin teardown before 8:00 P.M. on Saturday and Sunday. **VENDOR MUST BE OFF PROPERTY BY 11:30 P.M. ON SUNDAY, SEPTEMBER 21, 2025.** Labor for setting up and tearing down is the responsibility of the Vendor Participant and is not provided by the Mid-South Balloon Festival or its volunteers. **TRASH:** Each Vendor Participant is responsible for the removal and disposal of all materials, litter (including cigarette butts), garbage, including boxes, (broken down) and signs. Trash collection bins will be available.

BOOTH SAFETY: All Vendor Participants must have weights and/or stakes for booths. Please ensure that all four corners of your booth are staked or have weights of at least 30 lbs. If high winds develop, Vendors must take action to minimize damage and risk to attendees and other vendors. Vendors shall see that their booth is staffed with sufficient people during the scheduled hours. Booths cannot be left unattended at any time during the festival operation. No live animals are allowed on the grounds, except for animals trained and used for medical reasons (specifically service animals as defined in the Americans with Disabilities Act) or law enforcement. Vendor acknowledges that it is unlawful to leave unattended pets inside a vehicle. Vendors should not bring any alcoholic beverages onto the festival grounds. Booth sharing is not allowed unless approved by the Committee. All Vendors must purchase their own booth space and, if applicable, obtain their business licenses. The use of any sound devices must be at a conversational level and not interfere with neighboring vendors. The Mid-South Balloon Festival expects Vendor Participants to be respectful of other vendors, volunteers, city, and county employees, as well as our citizens and guests enjoying the festival. Anyone behaving rudely or unprofessionally may be asked to leave, will forfeit any fees paid, and will not be invited to future Festivals.

GENERATORS should meet or exceed CARB compliance and noise levels and not exceed 65dB(A).

THE MID-SOUTH BALLOON FESTIVAL is not responsible for lost/stolen items, accidents, personal injuries, or damaged equipment. There is no exclusivity on booth spaces. Exhibit booth spaces are assigned at the discretion of THE MID-SOUTH BALLOON FESTIVAL Vendor Committee. THE MID-SOUTH BALLOON FESTIVAL, at its sole discretion, reserves the right to limit sales or cease sales of any items.

The Mid-South Balloon Festival is a rain-or-shine outdoor event, and as such, it may be vulnerable to weather. The vendor understands that fees are not refundable due to inclement weather, interruptions in the festival schedule due to weather, dangerous conditions, acts/threats of terrorism, acts of God, natural disaster, or war.

VENDOR hereby acknowledges and agrees that it has read all the rules and regulations in this Agreement and agrees to abide by all rules and assumes all risk of being removed from this event and/or excluded from future shows in the event of violation of any of the terms and conditions of this participation Agreement. The vendor understands and agrees that this agreement has been made between the vendor and the MID-SOUTH BALLOON FESTIVAL. Vendor certifies that it is authorized to execute this Agreement, and that all information has been completed truthfully and accurately.

I have read and agreed to the terms and conditions of the vendor's agreement.

Signature: _____

Date: _____