

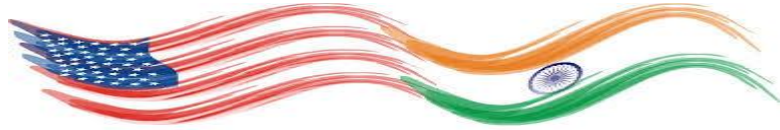
Indiafest



Manatee - Sarasota

September 10, 2016

**Bradenton Area Convention Center
Palmetto FL**



Vendor Terms & Conditions

- Each vendor will get two entry passes for the IndiaFest event. Additional members will have to purchase tickets at normal price.
- One parking permit per vendor will be provided wherever possible.
- Vendors are not allowed to sell ANY beverages. Alcohol is not permitted on the Convention Center Property.
- Food Vendors are required to meet Fire Safety, Health Standard and other permits as per requirement of local government agencies for the festival venue.
- Vendors are responsible for obtaining tax identification numbers, payment of taxes, license fees, or any other charges that shall become due to any governmental authority in connection with their activities at the festival event.
- IndiaFest Committee reserves the right to refuse participation to any vendor.
- If the vendor owes IndiaFest Committee any amount over and above the deposit, IndiaFest Committee is allowed to pursue the vendor through collection agencies, if payments are NOT made to IndiaFest Committee within 30 days of the invoice. All charges incurred on collection will be borne by the vendor.
- Vendors are responsible for their own liability insurance.
- NO REFUND of booth fee in the event of cancellation by the vendor.
- Full amount of booth fee and deposit will be refunded if IndiaFest Committee cancels the event.
- NO rain-checks will be issued in case of any poor weather on the days of the event.
- Vendors/Exhibitors will make payments via check, cashier's check or money order made payable to "IndiaFest". A returned check fee will be assessed at \$30 per check. Vendors having returned checks will be allowed to register ONLY with a payment made through a cashier's check.
- IndiaFest is a community and family oriented event. Exhibitors are expected to honor this and only exhibit items which are generally accepted at family events. IndiaFest Committee reserves the right to deny any exhibitor agreement and/or take appropriate measures to ensure wholesome family fun.

- IndiaFest Committee reserves the right to expel any vendor from the Festival for boisterous conduct, misrepresentation of display exhibits and illegal activity, failure to obey vendor rules and regulations as listed in this document, and failure to comply with any reasonable request made by the IndiaFest Planning and Executive Committee.
- Members of the Planning Committee reserves the right to confiscate any and all property of vendors who have violated any of the above provisions and who refuse to leave the festival grounds in cases of expulsion.
- Upon signing the enclosed contract, vendors agree that no legal recourse can be taken if the Festival rules have been violated.
- IndiaFest Committee reserves the right to forfeit, any rented exhibitor's space that remain unoccupied on the opening day by 10:00 am or on failure to make proper payment, to rent said space to any other exhibitor, or use said space in any other manner IndiaFest Committee feels necessary. This clause shall not be construed as affecting the obligation of the exhibitor to pay the full amount specified in the contract for space rental should IndiaFest Committee not resell the space. When a space application is accepted and space is assigned, the exhibitor is liable for full payment.
- Neither IndiaFest Committee/Convention Center Authority nor its agents or representatives will be responsible for any injury, loss or damage that may occur to the exhibitor or the exhibitor's employees or property from any cause whatsoever. Under no circumstances will IndiaFest Committee be liable for lost profit or other incidental or consequential damages.
- Exhibitors shall obtain, at their own expense, adequate insurance against any such injury, loss, or damage.
- IndiaFest Committee shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God, terrorism, or any other cause beyond its control.
- Anyone visiting, viewing, or otherwise participating in the exhibitor's exhibit is deemed to be the invitee or licensee of the exhibitor, rather than the invitee or licensee of IndiaFest Committee.
- IndiaFest Committee shall not be liable for any injury to, or loss of, property of the exhibitor or injury to persons conducting or otherwise participating in the conduct of the exhibit or to invitees or guests of the exhibitor.
- Exhibitors assume full responsibility and liability for the actions of their agents, employees of independent contractors, whether acting within or without the scope of their authority and agree to hold harmless IndiaFest and the Convention Center Authority from responsibility for liability resulting directly, or indirectly, or jointly, from other causes which arise because of the actions or omissions of its agents, employees, or independent contractors, whether within or without the scope of authority. There is not an-other agreement or warranty between the exhibitor and IndiaFest Committee except as set forth in this document. The rights of IndiaFest Committee under this contract shall not be deemed waived, except as specifically stated in writing and signed by an authorized officer of IndiaFest Committee.
- The vendor agrees by the signed application and contract to indemnify IndiaFest Committee against all liability resulting from negligence of the vendor, his/ her agents, or employees, and

shall reimburse the IndiaFest Committee for any loss or expense incurred by the IndiaFest Committee for reasons of such negligence.

- In case the grounds are damaged or destroyed by fire, elements, or any other cause, or if circumstances shall make it impossible for IndiaFest Committee to permit an exhibitor or exhibitors to occupy the space assigned during any part or the whole of the period covered, then during such circumstances, IndiaFest Committee will not be liable for the fulfillment of this contract as to the delivery of space and the exhibitor shall be reimbursed a proportionate share of the space rental.

- When any exhibit is discontinued for reasons of the violation of any of the aforementioned rules and regulations, the Exhibitor shall not be entitled to a refund of any monies paid to IndiaFest. IndiaFest Committee shall not be responsible for any expenditures attendant to such termination.

Vendors are NOT allowed:

- To use any kind of audio (public address) system including speakers, microphones, etc.
- To display banners of size larger than 6 feet wide and 2 feet high.
- To display banners outside their booths (EXCEPT sponsors).
- To distribute literature or souvenirs from outside the boundaries of their booth.
- To pursue any fund raising by any means or reselling or subletting of booth space.

Vendor will be charged an additional amount:

- If IndiaFest Committee has to incur additional cleaning expenses to clean the vendor booth area.
- If the properties/articles provided by IndiaFest Committee to the vendor are returned broken/damaged or not returned at all.
- If IndiaFest Committee has to incur any fines/penalties due to the negligence of the vendor.
- If any action on the part of the vendor results in an additional out-of-pocket expense to IndiaFest Committee.
- All points not covered here are subject to decisions made by IndiaFest Committee.

TERMS OF OPERATIONS

- Vendors need to setup their booth on as per timing decided by IndiaFest Committee.
- Loading and Unloading - Motor vehicles will be allowed through the Vendor Gate for loading and unloading purposes only. Vendors arriving after these times will not be allowed to use loading gate under any circumstances. Vendor will follow all rules and regulation described by the Convention Center and must park in assigned areas.
- IndiaFest Committee will make sure that the exhibit area is locked during hours the exhibit area is not open to the public to the extent that the property can be locked. However, exhibitors are solely responsible for their own exhibits and material and should insure the exhibit against loss or damage from any causes whatsoever. All property of an exhibitor is understood to remain in their care, custody, and control in

transit to and from and within the confines of the exhibit grounds. IndiaFest Committee will not be liable for the safety and/or preservation of the exhibit material against fire, accident, theft, or any loss or injury whatsoever. Vendors are also liable for the delivery, handling and removal of their own display and items to be sold.

- Adequate security will be provided. It is the responsibility of the vendors to be present when the doors are opened. IndiaFest Committee takes no responsibility or liability for any damage, theft, or destruction to items placed in storage.
- All construction and dismantling of exhibits must be carried out during the times stipulated in the Loading and Unloading section. No exhibit may be erected after the exhibition opens, or dismantled before the official breakdown time.
- Decorations and cleanup of the booths is the responsibility of the vendors.
- No makeshift or hand scribbled signage is allowed. All signage should look professional and identify the individual, company or organization. For Food vendors Signage should include Food Menu and Prices. Exhibitor materials, signs, and displays are prohibited in any area other than the booth assigned, unless approved in advance by IndiaFest Committee and site facility management.
- Whenever possible crates or boxes will be stored under cover, hidden.
- IndiaFest Committee assumes no responsibility for damage or loss of packing boxes or crates.
- It is mutually understood and agreed that IndiaFest Committee shall use proper and reasonable care to have all applicable power services installed in time for the opening of the show. Proper and reasonable care shall be taken to prevent the interruption of power services during the exhibition. However, IndiaFest Committee shall not be held responsible for late installation or any interruption that may occur. Vendors should request any electrical connections on their application.
- Exhibits shall be arranged so as not to obstruct the general view nor hide the exhibits of others.
- Vendors will have to list all items they intend to sell in the festival. IndiaFest Committee will have the right to enforce the sale of ONLY those items that have been listed for sale. Vendors not complying with the same will be asked to leave the premises or discontinue the sale.
- All points not covered here are subject to decisions by IndiaFest Committee

Additional Terms and conditions for Food Stall Vendors Only

- All food vendors must have aprons; non-apron personnel will not be allowed behind their booth. (Two aprons will be given to each food vendor).
- All food vendors must wear hand gloves to serve. (Please bring your own plastic hand gloves). Hair covers are highly recommended.
- No eating or drinking is allowed while behind the booth.
- All food must be stored in proper containers, and all tables must be kept in clean hygienic conditions
- It will be strictly observed that there are no young children under the age of 16 working behind the table.

- All electrical appliances, plugs, extensions etc. must be properly secured and taped so that it is not a safety hazard to anyone.
- No trash to be accumulated on the table. All empty boxes should be behind the curtain and no boxes to be disposed in trash cans kept for throwing dirty plates, napkins etc.
- All food vendors must provide adequate napkins, plates, plastic-ware etc of reasonably good quality.
- All vendors must have either plastic or cloth table clothes on their tables
- No vendor will be permitted to sell water bottles, national and regional brand sodas, beverages, or ice-cream. These will be sold by the Convention Center concession stand.
- Maximum 2 vendors will be allowed in each food category to minimize menu item repetition. You may submit your menu list to committee at your earliest convenience to make sure we can accommodate all menu items.
- Food menu must have Indian taste, or should somehow relate to Indian origin. Indianized version of foreign food will be allowed upon prior approval by Vendor Committee.

Vendor Name: _____

I/We; the applicant(s) have read and agreed to all terms and conditions of this package. In addition, we the participants, expressly release IndiaFest Committee and The Convention Center Authority from any and all liability for any theft, damage, injury or loss to any person or goods, which may arise from the licensing and occupation of exhibition space by us.

Printed Name: _____

Signature: _____ Date: _____

IndiaFest Vendor Committee:

Committee Officer Name: _____

Committee Officer Signature: _____ Date: _____

Contact Information for Vendors of IndiaFest 2015

<p>Vikram Rao ChairPerson, IndiaFest 941.524.6545</p>	<p>Bhumin Patel Head of Vendor Committee, IndiaFest 941.773.4460</p>	<p>Pranav Thakkar Event Floor Manager, IndiaFest 941.400.4718</p>
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