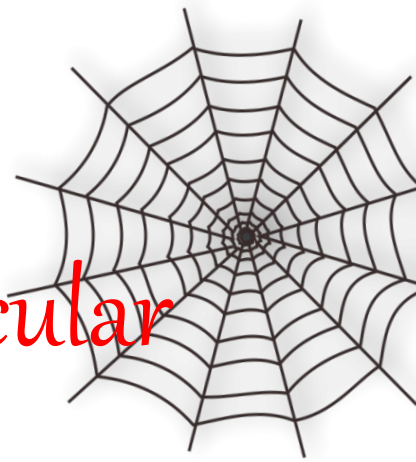


Code: 167



# 2019 Halloween Spooktacular

## Food Vendor Application

Vendor Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Description of Items for Sale: \_\_\_\_\_

\_\_\_\_\_

**Spooktacular is October 25<sup>th</sup>, 2019 from 6-9 PM**  
**10 X 10 or 20 x 10 BOOTH FEE: \$35.00 (specify booth size)**

Along with completed application, please include a photo of your booth display as it will appear at the festival. If you do not have a photo of your booth display, please provide a list of the items that will be sold. Photos will become the property of the Spooktacular and will not be returned. By signing this application, you agree that photos may be used for advertising the festival.

### Waiver and Liability

I understand and acknowledge that participation in this event can be hazardous, and I hereby assume all risk while participating. I, and anyone entitled to act on my behalf, waive and release the Winder Downtown Development Authority, the City of Winder, its agents, employees, officers, officials and sponsors from all rights and claims for any personal injury, death or property damage suffered by me or that I cause to others, as a result of my participation in this event. I, the undersigned, agree, without any right of payment or editing, to allow the City of Winder and the Winder DDA/Main Street to use the images of me and/ or my children, including reproductions of photos, video, audio or other reproductions, for use in all types of media for public relations purposes to promote the festival.

Signature (required): \_\_\_\_\_ Date: \_\_\_\_\_

Submit completed vendor application and check payable to the *City of Winder*, and remit to:

**The City of Winder**  
**Halloween Spooktacular**  
Attn: City Clerk's Office  
25 E. Midland Ave.  
PO Box 566  
Winder, GA 30680

For more information please contact Maddison Dean at (678) 425-6805 or [maddison.dean@cityofwinder.com](mailto:maddison.dean@cityofwinder.com)

If you prefer to pay with a Visa or MasterCard credit card, please call (770) 867-3106. A 3% fee will be added to all credit card payments. Returned checks will be assessed a \$35.00 returned check fee.



### Important Information:

Below you will find our general vendor information for **The Halloween Spooktacular 2019**. Please note this information is subject to change at any given time. The organizer will send out a finalized information packet at least 8 weeks prior to the event.

Vendors must maintain state health standards within your space. The City of Winder is exempt from Health Inspections but as a vendor, you are expected to adhere to the industry standards of food handling and storage. **You are also responsible to pay taxes on any items sold to the Georgia Department of Revenue. If you do not have a sales tax number, we will provide a copy to you.**

- Your space should be cleaned of all trash before you leave the site. There is strictly no dumping of any substance on the grounds.
  - Craft vendors are prohibited from selling “off the shelf” commercial items which includes any item that can be purchased from any general retail provider. Booths are intended for homemade or unique crafts.
  - Canopy tents, tables, chairs and electrical cords will not be provided to vendors, unless otherwise stated or requested.
  - Do not send payment in the form of a certified check or money order. If vendors are not accepted, all payments/forms/pictures will be returned to the address listed on the application, unless otherwise requested.
  - The festival organizer reserves the right to accept or reject any vendor for any reason. The organizer also reserves the right to limit the number of vendors selling similar merchandise.
  - Generators are not permitted. If you need to have a generator, only permitted will be ultra-quiet (Honda type) generators. This is due to interference with stage and sound. Please contact our event organizer before sending in application to discuss this issue.
  - Confirmation of acceptance/rejection will be emailed within three weeks of receiving your application.
  - All vendors must be open for business during festival hours on Friday, October 25<sup>th</sup>, 2019 (6pm – 9pm).
  - Booth setup: Setup will begin on Friday, October 25<sup>th</sup> from 10:00am to 4:30pm. These times are firm – no vehicles will be permitted on festival grounds during the event at any other time. All vehicles must be moved off the grounds 30 minutes prior to the start of the festival.
  - Booth Strike: Vendors are required to stay open until after the festival is over—approximately 9:00 pm.
  - The festival will take place rain or shine. No refunds will be issued due to inclement weather or the forecast of inclement weather.
  - No refunds will be issued after October 11<sup>th</sup>, 2019.
  - The festival organizer will determine vendor booth placement and layout of the festival.
  - Vendors shall conduct themselves in an acceptable manner at all times. If a vendor fails to conduct themselves in an acceptable manner, the vendor will be removed from the remainder of the event by the Winder Police Department.
  - The Winder Police Department will be monitoring the site for this event; however, it is still your responsibility to take precautions to avoid theft or damage to property. The City of Winder is not responsible for any loss or damage to your property.
  - At least one rated fire extinguisher is required for all vendors where flammable or combustible liquids are used, stored or dispensed.
  - The exhibitor/concessionaire shall indemnify and hold harmless the City of Winder, its employees, committees, agents, elected body and volunteers from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from (i) the conduct or management of the premises or of any business therein, (ii) any act, omission, or negligence of the exhibitor/concessionaire or the partners, directors, officers, agents, employees, invitees or contractors of the exhibition/concessionaire (iii) any accident, injury or damage whatsoever occurring in or at the premises. Exhibitor/concessionaire hereby expressly indemnifies the City of Winder, its employees, committees, agents, elected body and volunteers for the consequences of any negligent act or omission of the City of Winder, its agenda, employees, and volunteers, unless such act or omission constitutes gross negligence or intentional misconduct.
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