



PRESENTED BY



Vendor Rules & Regulations

Waiver of liability & vendor guidelines MUST be read, agreed to, signed and dated.

EXHIBITOR GUIDELINES, RULES & REGULATIONS

2019 BELLEVUE PICNIC

Saturday, May 18, 2019 – 10:00 am – 9:45 pm

Bellevue Middle School, 655 Colice Jeanne Rd.,
Nashville, TN 37221

ARTS & CRAFTS, FOOD VENDORS, GENERAL STORE, NON-PROFITS, EDUCATION & DEMONSTRATION EXHIBITORS

As presenting sponsor, Nashville Christian School retains the exclusive right to hand out promotional bags. No other vendor shall hand out any bags with their company or organization logo to visitors of their exhibit space.

FEES: All fees are non-refundable if event is cancelled due to weather, acts of nature, disaster, etc. beyond our control, or if Exhibitor chooses not to set up. We will make every effort to remain open during advertised times but reserve the right to cancel due to inclement weather or other occurrences that could endanger attendees.

USE OF CHAMBER, PICNIC or VUE LOGOS

The Bellevue Harpeth Chamber of Commerce, Bellevue Community Picnic and VUE logos are an important part of our brand, which have been trademarked with the state of Tennessee. They represent our identity and are valuable pieces of intellectual property. Any use of these logos on merchandise for sale must be approved in writing by the Bellevue Harpeth Chamber and requires a 15% commission on sales paid to the Bellevue Harpeth Chamber of Commerce.

TENTS, TABLES AND CHAIRS

Each Exhibitor is required to furnish his or her own 10' x 10' tent. 6' or 8' foot tables and chairs may be rented from Event Management as indicated on application. Tents must be staked (in grassy areas) or weighted (on pavement). Exhibitor will be advised of location and tent requirements prior to event.

ELECTRICITY / GENERATORS: No electricity is available at the Picnic. Generators are allowed ONLY for food Exhibitors. Battery operated lights and other equipment are allowed.

USE OF EXHIBIT SPACE

Demonstrations and use of circulars or promotional material must be kept within the Exhibitor's assigned space. Non-exhibiting firms or organizations will not be permitted to solicit business within the Picnic. No advertising, circulars, catalogues, folders, or devices shall be distributed in the aisles, registration areas, or other areas of the Picnic outside

Exhibit Space. Any activity that results in obstruction of aisles or nearby Exhibitors' space shall be suspended until solution to congestion is found.

NOISE

Exhibits that include the operation of equipment, musical instruments, radios, audio/visual equipment, public address systems, or any noise making machines or equipment must be arranged so that noise resulting from the demonstration will not disturb adjacent Exhibitors and their patrons.

****FOOD & BEVERAGE SALES/SAMPLING/GIVEAWAYS****

Sale or giveaway of food or beverages is not permitted without applying for and being accepted as a Food and Beverage Exhibitor. The Picnic is a non-alcoholic event and the sale of alcoholic beverages is strictly forbidden. Samplings of food and/or giveaways of beverages (including bottled water) by non-Food & Beverage Exhibitors is prohibited.

PRIZES, LOTTERIES AND RAFFLES

Drawings or contests of an appropriate nature are allowed, ***providing no money changes hands***. Winners of all drawings and/or contests must be selected within two days of the Picnic. Any merchandising, advertising, or promotion, which involves attracting visitors to an Exhibitor's location by any inducement that might be construed as a lottery is strictly prohibited.

FIRE, HEALTH REGULATIONS

Exhibitor is charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention, customs, and public safety while participating in this event. Compliance with such laws is mandatory, and the sole responsibility of the Exhibitor.

ASSIGNMENT OF SPACE

Whenever possible, space assignment will be made by Event Management in keeping with the desires of the Exhibitor. However, final determination of space assignment is reserved by Event Management, and assignments may be made or changed anytime in the best interest of the Picnic as determined by Event Management.

HEALTH, SAFETY, LICENSES, AND TAXES

Exhibitor shall obtain at its own expense all licenses and permits required by law, and Exhibitor shall pay all taxes, fees, and charges required by any governmental authority in connection with its use of the Premises. Exhibitor will conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations and any other regulations as may be cited in the Agreement. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. Exhibitor's failure to thoroughly familiarize itself with safety provisions will not relieve its responsibility to comply with the safety provisions. The collection and payment of any and all Sales Tax is the sole responsibility of Exhibitor. The Bellevue Harpeth Chamber of Commerce assumes no responsibility regarding the collection, reporting and/or remittance of sales tax for sales by Exhibitors.

EXHIBIT CONTENT

The Bellevue Picnic is a family-oriented event. All Exhibitor displays, items for sale, services or information provided by Exhibitor will be suitable for all audiences. Upon request, Exhibitors will immediately remove any unsuitable materials or refrain from unsuitable activities when notified to do so by Event Management. Failure to do so will result in the immediate closing of the Exhibitor's booth and the Exhibitor's removal from the Picnic without refund.

EXHIBIT APPEARANCE

Exhibitors are expected to keep their exhibit spaces in good order during Picnic hours. Event Management reserves the right to approve the character of all exhibits. Any exhibit, or content of an exhibit, which does not meet Management's

approval shall be removed from the Picnic. All booths and equipment must be fully operational by the 10:00 AM opening of the Event.

- **DECORATIONS**

Exhibit supplies and decorations must be flameproof. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the Exhibitor must request information concerning facilities or regulations from Event Management.

- **UNFINISHED EXHIBITS**

Exposed areas of display backs or sides must be finished or covered so they do not present an unsightly appearance when viewed from adjoining exhibits or aisles.

- **BANNERS/SIGNS**

Signs must be professional, of appropriate size and nature, and displayed within the limits of the leased exhibit space. Event Management reserves the right to remove any signs deemed unacceptable.

VEHICLES

No vehicles shall be permitted past the Admissions Gates during Picnic. All vehicles must be parked in the areas designated by the Picnic staff. **PARKING IN PRIORITY OR HANDICAPPED PARKING IS STRICTLY PROHIBITED.**

DAMAGE TO FACILITIES

Exhibitor will be charged a \$100 fee for any building, facilities and grounds damage, or for clean-up necessitated by painting, oil, grease, or floor abrasives, or for excessive debris left in the Exhibitor's space.

CANCELLATION POLICY

There are no weather or other refunds for this event.

TERMINATION OF EXHIBIT OR CONTRACT

Event Management reserves the right to terminate the Picnic if use or occupancy of the Picnic premises is, or will be, materially interfered with by reason of fire, casualty, strike, embargo, injection, act of war, act of God, any other emergency, or any other act or event not the fault of Event Management during any period of time the availability of which is critical to successful production of the Picnic. It is expressly agreed that such a termination shall not constitute a breach of the contract. Picnic management shall not be financially liable or otherwise obligated in the event the Event is canceled, postponed, or relocated, except as provided herein. Picnic Management reserves the right to cancel the contract without further obligation at any time prior to Picnic opening by rescinding all future obligations under the contract. Picnic Management may cancel the contract for cause if (a) Exhibitor has failed to pay the total space rental (60) days prior to Picnic opening; (b) Exhibitor fails to perform any material term or condition of the contract, or (c) Exhibitor refuses to abide by all rules and regulations established by Event management.

RESTRICTIONS

Alcohol, illegal drugs and firearms in any form are not allowed anywhere on the property. Failure to comply will result in Intervention by law enforcement officials and forfeiture of all fees and deposits. Smoking of tobacco products or vaping is not allowed at Exhibitor Booths.

TRANSFER OR SUBLEASING SPACE PROVIDED

Exhibitor shall neither assign nor sublet all or any part of the space rented without the permission of Event Management, and it shall be under no obligation to grant such permission.

SHARING OF EXHIBITOR SPACE

The sharing of Exhibitor spaces is prohibited. Only one company, organization, business, nonprofit organization is allowed per Exhibitor space.

ILLEGAL MERCHANDISE

Merchandise or services prohibited by law are not allowed at the Picnic. This includes unlawful reproduction of brand name merchandise.

INSURANCE

Those vendors providing activities that will require insurance coverage by the Bellevue Harpeth Chamber of Commerce's insurance company will be required to provide a Certificate of Liability Insurance from your agent, for One Million Dollars in liability coverage, with their application, which must name the Bellevue Harpeth Chamber of Commerce and Metro Nashville Public Schools as additional insureds. All food vendors must provide this Certificate of Insurance and the signed waiver of liability, assumption of risk and indemnification agreement, along with your application in order for it to be considered.

USE OF IMAGES

Exhibitor grants permission to the Bellevue Harpeth Chamber of Commerce to use my name, likeness, voice and words, and the name, likeness, voice and words of the Exhibitor, Exhibitor's booth or feature stage presentations, and personnel (collectively referred to in this Section as "Exhibitor") in television, radio, films, newspapers, magazines and other media, and in any form not heretofore described for the lawful purposes and activities of the Bellevue Community Picnic, including but not limited to advertising and appealing for funds to support the Event. Exhibitor understands that Exhibitor will not receive any compensation for the use of Exhibitor's name or likeness. Exhibitor agrees to release, indemnify, and hold harmless the Bellevue Harpeth Chamber of Commerce, Inc., its officers, directors, agents, volunteers, or employees, and any sponsors from any liability for any injury or damage.

AGREEMENT ACCEPTANCE AND UNWRITTEN RULES

Upon acceptance of the Application/Contract by Event Management, it shall be a legal binding contract, provided that each party may cancel within the conditions of the contract. Event Management reserves the right to make and publish Event rules and regulations for the conduct of the Exhibitor, and the Event generally. Further, Event Management reserves the right to make changes, amendments and additions to these rules and such further rules and regulations as it considers necessary for the good of the Event. Any matters not specifically covered herein are subject to decision by Event Management, and its decision on any matters, which may arise hereunder, shall be final.

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

The 2019 Bellevue Community Picnic

A – Release of Liability

In consideration of your permitting my participation as a vendor at the 2019 Bellevue Community Picnic (the "Picnic") held in Nashville, Tennessee on May 18, 2019, I, the undersigned, for myself, my heirs, legatees, executors, administrators, and all assignees, personal representatives and legal representatives, or as an officer of a corporation duly authorized to execute this agreement on behalf of the corporation, I bind the same to the terms of this agreement and do hereby waive and release any and all rights and claims for damages, death, personal injuries, or loss of property I or the corporation I am representing may sustain as a result of my participation in or presence at the Picnic, against NBPF Inc., etc. officers, etc.

B – Assumption of Risk

FURTHERMORE, I AGREE TO ASSUME ALL RISKS, WHETHER KNOWN, UNKNOWN, ANTICIPATED OR UNANTICIPATED, RESULTING FROM MY PARTICIPATION OR PRESENCE AT THE PICNIC AND I AGREE TO

FOREVER RELEASE the Bellevue Harpeth Chamber of Commerce, Inc. AND ITS EMPLOYEES, VOLUNTEERS, AGENTS, DIRECTORS, OFFICERS AND ASSIGNEES, EVENT OFFICIALS, SPONSORS, CONTRIBUTORS, AND THEIR RESPECTIVE AGENTS, BOARDS, COMMISSIONS, AND ANY OTHER INVOLVED REPRESENTATIVES OF ALL THE AFOREMENTIONED (COLLECTIVELY, THE "RELEASEES"), WHO THROUGH NEGLIGENCE AND/OR OTHER ACTIONS OR INACTIONS MIGHT OTHERWISE BE LIABLE TO ME, INCLUDING ANY COSTS OR EXPENSES (PARTICULARLY INCLUDING BUT NOT LIMITED TO, ATTORNEY AND OTHER PROFESSIONAL FEES).

C - Indemnification

I agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Releasees for, from and against any and all liability and responsibility whatsoever, however caused, for any and all damages, claims, or causes of action that I, my estate, heirs, administrators, executors, or assigns or corporation may have for any loss, personal injury, or death to any person, organization, whether they are a release of another entity, arising out of, connected with, or in any manner pertaining to my participation in or presence at the Picnic, my use of the vendor area or while in, on or upon the premises where the Picnic is being conducted due to the negligence or unintentional acts of myself, my employees, my subcontractors, or independent contractors or invitees or helpers who are there because of my presence or participation. I further agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Releasees from all liability incurred as a result of any lack of authority on my part to make this release, to assume such risk, or to sign this Agreement. I further agree if any demand is made or lawsuit indicated to which the terms of this agreement are applicable then my duty and my corporation's duty to indemnify shall begin the moment said demand is made and in that event I agree to pay for all attorney fees, expert fees and deposition and other costs as they become due.

D – Agreement in General

This waiver and release of liability and indemnification agreement is **INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED UNDER TENNESSEE LAW**. If any portion of this agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality and enforceability of any other provision hereof. This agreement shall be governed by and controlled by the laws of the State of Tennessee and the venue for any legal action of any nature shall be in the courts of Davidson County, Tennessee.

I UNDERSTAND THAT BY AFFIXING MY SIGNATURE TO THIS DOCUMENT I OR THE CORPORATION FOR WHOM I AM SIGNING AM EXPRESSING MY INTENTION TO WAIVE VALUABLE LEGAL RIGHTS THAT I OR THE CORPORATION NOW POSSESS OR MIGHT POSSESS IN THE FUTURE. I AM SIGNING THIS DOCUMENT OF MY OWN FREE WILL. I INTEND THAT THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT SHALL BE BINDING ON ME AND MY CORPORATION AND ON ANYONE ELSE MAKING A CLAIM ON MY BEHALF. NO ORAL REPRESENTATION, STATEMENTS, OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT, HAVE BEEN MADE; I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT.

I EXECUTE THIS RELEASE ACKNOWLEDGING THAT PARTICIPATION IN THE PICNIC IS FULL, ADEQUATE AND COMPLETE CONSIDERATION FOR GIVING UP THE ABOVE LISTED RIGHT AND BEING FULLY BOUND BY THE ABOVE OBLIGATIONS.

BY COMPLETING THE SIGNATURE FORM BELOW I AGREE THAT I HAVE READ THIS AGREEMENT AND FULLY AGREE TO BE BOUND BY ITS TERMS AS A 2019 BELLEVUE COMMUNITY PICNIC VENDOR.

*******YOUR ELECTRONIC SIGNATURE WILL BE STORED IN OUR DATABASE AS CONSENT*******