

## Bainbridge Island Chamber of Commerce Vendor Regulations

### **BOOTH**

All vendors and their personnel must remain within the confines of their own spaces and no vendor will be permitted to erect signs or display products obstructing the view, occasion, injury, or disadvantageously affect the display of other exhibitors. All demonstrations and distribution of circular and promotional material must be confined to the limits of the vendors booth. Exhibits which include the operation of musical equipment, radios, sound motion picture equipment, public address systems or any noise making machines must be operated so that the noise resulting from there will not annoy or disturb adjacent exhibitors and their patrons, and must be approved by the management.

Vendors are required to have their exhibit, the area in front of and behind neat and orderly at all times.

Only vendors who have made proper application to Grand Old 4<sup>th</sup>/Bainbridge Island Chamber of Commerce. will be allowed in the show area. Absolutely no space may be given to another vendor without acceptance by Grand Old 4<sup>th</sup>/Bainbridge Island Chamber of Commerce.

Grand Old 4<sup>th</sup>/Bainbridge Island Chamber of Commerce is assigned certain areas only within the City Limits where control resides with management as to who may operate/sell and what may be operated or sold within those areas.

### **RESTRICTIONS**

Material desired to be handed out must be submitted with vendor contract for approval.

The management reserves the right to restrict or remove exhibits, without refund, that have been falsely entered, or are deemed by the management unsuitable or objectionable. This restriction applies to, but is not limited to, noise, PA systems, persons, animals, birds, things, conduct, printed matter, or anything of a character that might be objectionable to the show, or the management. Vendor shall not engage in any raffle, chance drawing, lottery, or other game of chance without written consent of Grand Old 4<sup>th</sup> of July/Bainbridge Island Chamber of Commerce. Vendors are responsible for ensuring all persons working in booth are aware of contract requirements.

ALL EXHIBITS MUST COMPLY WITH CITY ORDINANCES, REGULATIONS, FIRE MARSHALL, AND/OR AREA HEALTH DEPARTMENT INSTRUCTION. FOR ANY INFORMATION CONTACT THE APPLICABLE OFFICE.

Every attempt is made by management to ensure that duplication of items by individual vendors is eliminated. Some minor exceptions are allowed and is solely at the discretion of the management. No vendor has sole rights to any particular item. It is important that you supply a complete list of all items being sold, with this contract, so that duplication is kept to a minimum. In cases where a complete list hasn't been supplied and a disagreement between vendors arises, decision of management as to whether items may continue to be sold is final.

### **LIABILITY**

The vendor is entirely responsible for their employees, space, and the items, other than show provided items, contained in that space. It is highly recommended that each vendor carry their own insurance, even though the show maintains coverage as stated earlier.

### **MISCELLANEOUS TERMS AND CONDITIONS**

(1) ALL ITEMS to be sold must be listed and accompany this application/contract.

### **CANCELLATION OF CONTRACT**

IF THIS CONTRACT IS CANCELLED BY VENDOR FOR ANY REASON (AFTER JUNE 3, 2024), OR BY MANAGEMENT BECAUSE OF EXHIBITOR'S DEFAULT OR VIOLATION OF THIS CONTRACT, MONIES PAID TO MANAGEMENT BY VENDOR SHALL BE RETAINED.

### **RIGHTS OF MANAGEMENT IN EVENT EXHIBITION IS NOT HELD**

Management shall not be liable for any damages or expenses incurred by vendor in the event the show is delayed, interrupted or not held as scheduled; and, if for any reason beyond the control of the management, the show is not held, management may retain so much of the amount paid by vendors as is necessary to defray expenses already incurred by the management.

### **INDEMNIFICATION**

Vendors shall indemnify and hold harmless the Management of Grand Old 4<sup>th</sup> of July/The Bainbridge Island Chamber of Commerce from and against any and all claims, damages, losses, or injury to person, and expenses including attorney's fees arising out or resulting from the activities of the vendor, or the

officers, contractors, licensees, agents, servants, employees, guests, or the visitors, or vendors.

### **ATTORNEYS FEES**

If a civil action arises between the parties out of this contract or to enforce any of its provisions, the losing party shall pay the attorney's fees of the prevailing party as trial court may adjudge reasonable and if an appeal is taken from any judgment of trial court, the losing party shall pay the amount of the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on appeal.

### **LICENSES**

ANY AND ALL COUNTY, STATE, OR FEDERAL LICENSES, INSPECTIONS, OR PERMITS REQUIRED BY LAW OF ANY EXHIBITION IN THE INSTALLATION OR OPERATION OF THEIR DISPLAY SHALL BE OBTAINED BY THE VENDOR AT THEIR OWN EXPENSE, PRIOR TO THE OPENING OF THE SHOW. ALL VENDORS ARE RESPONSIBLE TO COLLECT AND REPORT APPROPRIATE SALES TAX TO THE CITY OF BAINBRIDGE ISLAND AND/OR THE STATE OF WASHINGTON.

### **COMPLETE CONTRACT**

I agree to this contract contained here on this page in full <https://bainbridgechamber.com/grand-old-4th-st...dor-instructions/> and all the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

Completing the application, selecting yes, and completing payment on the application serves as your signature and agreement to all the terms and conditions set forth in this form.