



# RHO OMEGA & FRIENDS

(A non-profit corporation of Rho Omega Chapter of Omega Psi Phi, Inc.)

## 24<sup>th</sup> LET THE GOOD TIMES ROLL FESTIVAL SHREVEPORT, LA\*JUNE 18-20, 2010

### FESTIVAL BOOTH RENTAL POLICY

Rho Omega and Friends, Inc. and Vendor agree that the Booth Rental Agreement shall be governed by the following terms and conditions:

#### 1. Reservation of Space and Payment of Booth Rental Cost:

Applications must be received on or before June 1, 2010, and must be signed and accompanied by the total booth rental fee and a signed Vendor Policy as directed below. Application will NOT be considered without payment of fee.

#### 2. Fee Schedule:

Fee includes up to five passes for booth workers.

- Food booth rental is \$375 for a booth or \$475 for a trailer before June 1, 2010 and after June 1, 2010 the fees increase to \$425 for a booth and \$525 for a trailer.
- Arts and Crafts rental is \$300 for a booth or \$400 for a trailer before June 1, 2010 and after June 1, 2010 the fees increase to \$350 for a booth and \$450 for a trailer.
- Campaign rental booth is \$500 before June 1, 2010 and \$600 after June 1, 2010.

#### 3. Insurance:

Proof of public liability insurance must be provided by each vendor after notification of acceptance and must include bodily injury, property damage and personal property injury in the amount of not less than one million dollars (\$1,000,000.00), naming Rho Omega and Friends, Inc., Rho Omega Chapter of Omega Psi Phi Fraternity, and the City of Shreveport as additional insured parties. Vendors will not be allowed to enter festival without prior submission of proof of insurance.

#### 4. Cancellation:

Booth rental payments are non-refundable and non-transferable.

#### 5. Acceptance:

Upon acceptance, applicant agrees to abide by all rules set forth by the Let the Good Times Roll Festival Policy and to honor instructions as deemed necessary during the event as issued by Rho Omega and Friends Chairman or the Festival Chairman.

#### 6. Rejection or Eviction of Vendor:

Rho Omega and Friends, Inc. reserves the right to reject any prospective vendor and may regain immediate possession of any rental space and evict Vendor from the Festival for cause including but not limited to a breach of this agreement. We reserve the right to evict Vendor from the festival site for behavior, which is or might be judged detrimental to the successful operation of any function or infringes on the rights of other vendors. Any such judgment is final and shall be in the sole discretion of the Chairman of Rho Omega and Friends, Inc.

## **7. Unforeseen Events:**

Rho Omega and Friends, Inc cannot guarantee Vendor's protection from loss or insure against loss for any reason. If the premises to be used by the Vendor are affected by circumstances beyond the Vendor's control so that the premises cannot be used during the Festival as contemplated by both parties this agreement shall be terminated. Vendor hereby waives any claim for incidental or consequential damages or compensation resulting from the inability to use the premises and agrees that Rho Omega and Friends, Inc. may retain the portion of payments made by Vendor necessary to cover expenses incurred by Rho Omega and Friends, Inc. incidental to the opening and management of the show through the time of termination.

Vendors are urged to insure their equipment and food at their own expense. Rho Omega and Friends, Inc. will not be responsible for any injury that may occur to any employees, theft, loss of life or damage to any property from any cause whatsoever, regardless of whether Rho Omega and Friends, Inc. furnishes guards or night watchmen.

## **8. Use and Occupancy:**

Rho Omega and Friends, Inc. may, in its sole discretion, assign, designate or change Vendor's booth location. The festival will provide: (1) a covered booth no less than 10' x 10' (a charge will be assessed for any greater size) to be used for food, arts, craft, apparels and sales; and (2) 110-V electrical outlets (30 AMP circuit only). Booth construction shall not be altered by the Vendor.

Vendor shall staff its booth during all hours of the festival and booth shall not be left unattended until after the publicized closing hour. Vendors may begin to set-up Thursday, June 17, 2010 at 8:00 P.M. and shall arrange for removal of equipment and fixtures from the Festival site by Monday, 10:00 A.M. June 21, 2010. Vendor must be completely set up by daily starting time of the Festival, as no vehicles can be moved into the site after that time. Vendor shall supply one general-purpose fire extinguisher to be kept in booth at all times.

Vendors are responsible for providing their own change. Booths must be staffed and operated during all hours of the festival as follows:

- Friday - 5:30 pm until midnight
- Saturday - noon until midnight
- Sunday - 3 pm until 10 pm

Food will not be served before or after designated hours.

## **9. Sale or Distribution of Food and Beverages:**

Two (2) food items will be sold per vendor, as approved. No duplication of food items will be allowed without the approval of the Site Chairman. No changes in menu or price will be tolerated. No food may be sold or distributed for consumption on festival premises by anyone except authorized food booths. Samples may be given at the discretion of the individual food vendor. Food vendors must have adequate cleaning supplies (soap, bleach, bucket(s)).

**Rho Omega and Friends, Inc reserves all rights to the sale of turkey legs and beverages (soft drinks, water, high and low content alcoholic beverages). NO EXCEPTIONS WILL BE MADE.**

**10. Right to Enter:**

It is agreed that the Chairman of Rho Omega and Friends, Inc, the Festival Chairman, or the Food and Health Inspector reserve the right to examine any product, food or item sold prior to application approval and periodically during the festival.

**11. Waiver of Liability:**

It is specifically agreed by the parties to this Agreement that Rho Omega and Friends, Inc., Rho Omega Chapter of Omega Psi Phi Fraternity, Inc., the City of Shreveport, its agents, employees or assignees are no way liable for any loss, damages or theft of any property belonging to the vendor while on the site, grounds and area of the Let the Good Times Roll Festival. The vendor specifically acknowledges that Rho Omega and Friends, Inc provides no insurance and accepts no responsibility for any such loss whether the said loss is by accident, act of God or intentional act of destruction.

**12. Indemnification and Hold Harmless:**

Vendor agrees to hold harmless, indemnify and defend Rho Omega and Friends, Inc., its directors, officers, employees, agents, insurers, successors, assignees and any person or entity to which Rho Omega and Friends, Inc., owe a similar duty of indemnification (each of these persons and entities being referred to for purposes of these indemnifications and hold harmless provisions as Rho Omega and Friends, Inc) from and against all actions, liabilities, claims, assessments, taxes, fees, charges, losses and expenses (including but not limited to a civil judgment, costs or expenses associated in any way with the investigation, processing or settlement of a claim whether valid or not, any amount charged by a governmental body, and attorney's fees which would not have been incurred but for the submission of a claim) arising out of, resulting from or any way associated with or contributed to by any claimed act, omission, negligence, fault or violation of law, regulation or rule by Vendor or any of its employees, agents, others employed directly or indirectly by Vendor, volunteers or other persons in or about Vendor's booth or bulk area.

**13. No Assignment:**

This Agreement is based upon the personal relation between the parties. Vendor shall not have the right to assign, share or sublet this Agreement or any interest in this Agreement, and this Agreement shall not be assignable by operation of law without Rho Omega and Friends, Inc consent. Rho Omega and Friends, Inc. is not responsible for refunds of any vendors booth rental fees or lost income of any kind once the Festival has commenced. The undersigned has read and agrees to all the terms set forth above, as well as the terms of the attached agenda.

**14. Application Modification:**

Rho Omega and Friends, Inc. reserves the right to accept, reject or modify the Vendor Contract. Vendor will be notified in writing of confirmation or any changes.

**15. Vendor Passes:**

Each vendor will be given up to five (5) passes. Each additional pass will cost \$12.00.