

Terms and Condition

- A. Each vendor will get two vendor passes for the Festival. Additional members will have to purchase tickets at normal price.
 - a. One parking permit per vendor will be provided wherever possible.
- B. Vendors are not allowed to sell alcoholic/non-alcoholic beverages. Alcoholic Drinking is not allowed on Festival grounds.
- C. Food Vendors are required to meet Fire Safety, Health Standard and other permits as per requirement of local government agencies for the festival venue.
- D. 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.
- E. FIA reserves the right to refuse participation to any vendor
- F. Vendors are responsible for their own liability insurance
- G. Vendors are NOT allowed:
 - 1. To use any kind of audio (Public address) system including speakers, microphones, etc.
 - 2. To display banners of size larger than 7 feet wide and 3 feet high.
 - 3. To display banners outside their booths (EXCEPT sponsors).
 - 4. To distribute literature or souvenirs from outside the boundaries of their booth.
 - 5. To pursue any fund raising by any means or reselling or subletting of booth space.
- H. Vendor will be charged an additional amount:
 - 1. If FIA has to incur additional cleaning expenses to clean the vendor booth area
 - 2. If the properties/articles provided by FIA to the vendor are returned broken/damaged or NOT returned at all
 - 3. If FIA has to incur any fines/penalties due to the negligence of the vendor
 - 4. If any action on the part of the vendor results in an additional out-of-pocket expense to FIA
- I. If the vendor owes FIA any amount over and above the deposit, FIA is allowed to pursue the vendor through collection agencies, if payments are NOT made to FIA within 30 days of the invoice. All charges incurred on collection will be borne by the vendor.
- J. NO REFUND of booth fee
- K. Full amount of booth fee and deposit will be refunded if FIA cancels the event.
- L. NO rain-checks will be issued in case of any bad weather on the days of the event
- M. Vendors/Exhibitors will make payments via check, cashiers check or money order made payable to "FIA".

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 cashiers check.
- N. "India Festival" is a community and family oriented event. Exhibitors are expected to honor this and only exhibit items which are generally accepted at family events. FIA reserves the right to deny any exhibitor agreement and/or take appropriate measures to ensure wholesome family fun. FIA reserves the right to expel any vendor from the Festival for boisterous conduct, misrepresentation of display exhibits and items sold, 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 FIA Planning and executive Committee. Members of the Planning Committee reserve 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.
- O. FIA reserves the right to forfeit, any rented exhibitor's space that remain unoccupied on the opening day or on failure to make proper payment, to rent said space to any other exhibitor, or use said space in any other manner FIA 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 FIA not resell the space. When a space application is accepted and space is assigned, the exhibitor is liable for full payment.
- P. Neither FIA, 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 FIA 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. FIA 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 FIA. FIA 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 FIA and the festival grounds 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 FIA except as set forth in this document. The rights of FIA under this contract shall not be deemed waived, except as specifically stated in writing and signed by an authorized officer of FIA. The vendor agrees by the signed application and contract to indemnify FIA against all liability resulting from negligence of the vendor, his/ her agents, or employees, and shall reimburse the FIA for any loss or expense incurred by the FIA for reasons of such negligence.
- Q. In case the grounds are damaged or destroyed by fire, elements, or any other cause, or if circumstances shall make it impossible for FIA 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, FIA 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.
- R. 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 FIA. FIA shall not be responsible for any expenditures attendant to such termination.

S. All points not covered here are subject to decisions by FIA**TERMS OF OPERATIONS**

Hours of business for the Festival will be as follows:

September 18, 2010 Saturday 10 a.m.—10 p.m.

All vendors are required to check in at the Vendor Registration prior to setting up their booths.

- A. Vendors need to setup their booth on Friday September 18 between 5:00 PM - 9:00 PM.
- B. Loading and Unloading - Motor vehicles will be allowed at the exhibit area for loading and unloading purposes only. Unloading may begin at 8.00 am on Saturday. All vehicles must be out of the exhibit areas by 10:00 pm on Saturday . Vendors arriving after these times will not be allowed to drive on under any circumstances. Vehicles will not be permitted to reenter the exhibit area for loading until **after 7:00 pm** on Saturday.
- C. Vendors will NOT be allowed to bring in vehicles to load/unload materials once the festival has started. **Vehicles will be towed by the venue staff and strict fines will be imposed for offenders.**
- D. FIA 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. FIA 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.
- E. Adequate security will be provided. It is the responsibility of the vendors to be present when the doors are opened. FIA takes no responsibility or liability for any damage, theft, or destruction to items placed in storage.
- F. 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 break-down time.
- G. Decorations and cleanup of the booths is the responsibility of the vendors.
- H. 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 FIA and site facility management.
- I. Whenever possible crates or boxes will be stored under cover. FIA assumes no responsibility for damage or loss of packing boxes or crates.
- J. It is mutually understood and agreed that FIA 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, FIA shall not be held responsible for late installation or any interruption that may occur.
- K. Exhibits shall be arranged so as not to obstruct the general view nor hide the exhibits of others.
- L. Vendors will have to list all items they intend to sell in the festival. FIA 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.
- M. All points not covered here are subject to decisions by FIA**

I/we the applicant(s) have read and agreed to all terms and conditions of this package. In addition, we the participants, expressly release FIA and the owner of the Festival sites of and from any and all liability for any theft, damage, injury or loss to any persons or goods, which may arise from the licensing and occupation of exhibition space by us.