

2021 AGREEMENT TERMS and CONDITIONS

Agreement. Upon approval by The Villages of Lake-Sumter, Inc., a Florida corporation (“VLS”) of applicant’s Vendor/Booth Space Application (the “Application”), which acceptance may be delivered by email to applicant’s address listed in the Application, the Applicant named therein (once approved by VLS, the applicant named in the Application is referred to herein as the “Vendor”) shall automatically become subject to and agrees to abide by all terms and conditions contained in this The Villages Balloon Festival 2021 Agreement Terms and Conditions (the “Agreement”).

Right to Participate. VLS grants to Vendor the right to participate in the 2021 The Villages® Balloon Festival (the “Event”), and Vendor hereby agrees to participate in the Event. VLS grants to Vendor a license to occupy during the Event a specific booth rental space (the “Booth Space”) to be assigned by VLS in VLS’s sole and absolute discretion.

Fees. Vendor agrees to pay VLS a fee (“Booth Rental Fee”) within 15 days of VLS’s acceptance of Vendor’s Application, according to the fee schedule set forth below. Once paid, the Application Fee will become non-refundable. If the Fee is not paid in full prior to such date, VLS may revoke its approval of Vendor’s Application by providing written notice to Vendor.

Commercial/Craft/Art Vendor Booths

10’x10’	\$175.00
10x20’	\$275.00
10’x30’	\$375.00

Food Vendor Booths

\$250

Non-Profit Booths

10’x10’	\$25.00
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All fees above include the \$25.00 Application Fee. Upon Vendor’s request, VLS may, in its sole and absolute discretion, elect to provide certain Vendors larger sized booths, and in such cases, may require an additional fee.

All requests for refunds of Booth Rental Fees must be made in writing and sent via email to VLS prior to January 22, 2021. Any requests for refunds which

arrive after that date will be granted solely at the discretion of VLS.

Event Date. The Event will run February 5-6, 2021. Vendor may take possession of the Booth space on Thursday February 4th from 9:00 am – 4:00 pm for set-up and again on Friday, February 5th, from 8:00 am – noon. Vendor agrees to have its booth space open by noon on Friday, February 5th, 2021. Vendor agrees to stay open until 8:00 pm or until told they can vacate the space on February 5th and 6th, 2021. Vendors may not drive into the facility if the event is still open and they are told they can vacate the space due to the event slowing down. All vendors must walk their items out of the facility if they are told they can leave early. Vendor must relinquish occupancy of Booth Space by midnight, February 6, 2021. Vendor agrees to keep its Booth Space clean and tidy during the Event. Vendor agrees that upon vacating, Vendor will remove all trash and leave the Booth Space in the same condition as when Vendor took possession. Vendor agrees to reimburse VLS upon demand for all costs incurred by VLS to clean Vendor’s Booth Space, normal wear and tear excepted, and repair damage caused by Vendor or its contractors, employees, or agents (collectively, the “Vendor Parties”).

Rules and Regulations. Vendor agrees to abide by the following Event Rules and Regulations. VLS, in its sole and absolute discretion, may establish additional rules and regulations from time to time, all of which shall be effective when delivered to Vendor, which may be accomplished by email to the address listed in Vendor’s Application.

1. All Vendor’s equipment and materials must fit into its assigned Booth Space. Canopy must be constructed to withstand inclement weather conditions and be weighted on all four corners with **35lbs weights per tent corner**. Vendor is responsible for any damage caused by their canopy. Canopy must have attached label or tag to prove it was manufactured of flame retardant materials.

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2. Encroachment on adjacent space is not permitted.
 3. Only items which have been listed on Vendor's Application and approved by VLS will be allowed for sale or display in the booth.
 4. Sublicensing the use of a Booth Space or any part of a Booth Space is not permitted.
 5. Vendor may only sell within their assigned Booth Space. No selling or signs are permitted in aisles. No amplification devices are allowed at the Booth Space.
 6. Vendor shall keep its Booth Space and area around its Booth Space clean and clear of debris and trash during the Event. Vendor is responsible for removing all trash and debris from assigned Booth Space and area around its assigned Booth Space after the close of the Event.
 7. Each vendor will be furnished with 1-20AMP outlet at their booth space for use during the event. Vendor is responsible for providing their own lights. **No outside generators or other power sources will be permitted for use during the event.** Should vendor require additional power, please contact VLS for pricing.
 8. All food vendors cooking on-site whether using electric, propane or gas, or using food warmers, must have a valid ABC rated fire extinguisher in their Booth Space.
 9. Vendor displays must be staffed during all posted Event hours by at least one adult. No children under 18 may be left unattended.
 10. If Vendor sells anything by weight, Vendor must use a scale that is certified and meets all Florida and Federal legal requirements. Vendor must have scale certificate on-site and produce certificate if requested by VLS.
 11. All cottage food products must be labeled in accordance with applicable law.
 12. Valuables should not be left unattended. VLS does not assume responsibility for theft, damage or other loss of Vendor's property or possessions.
 13. No pets are allowed in the Event site.
 14. Political messages are not allowed.
 15. Vendors must park in the assigned Vendor parking area. Parking behind Booth Space is not permitted. Dependent upon booth placement, at set-up, Vendor may be able to pull directly up to the Booth Space to drop off booth and product during non-event hours. Vehicles must be moved away from that area immediately and moved to the Vendor parking area. Vehicles are not allowed in the Event site area at the close of the Event until all patrons have exited the area. When Event staff determines the site is clear, Vendor may pull up to the Booth Space and load their vehicle. Vendor agrees to follow the on-site instructions of VLS's staff for parking, unloading and general event instructions.
 16. Food Vendors are prohibited from disposing grease on premises, unless a grease disposal unit is available for such use. If unavailable on site, Vendor must dispose of grease at an appropriate location off-site. Grease disposal is the sole responsibility of Vendor.
 17. Vendor agrees to follow all reasonable directions given by VLS staff on-site.
 18. If the Vendor vacates their assigned booth space prior to the posted Event Vendor Hours, Vendor shall not be entitled to refund of any monies paid to VLS.
- Food Vendors.** All food Vendors must comply with applicable Florida and Federal law governing temporary Food Service Events. The following are helpful hints to help you assure your booth will meet current Florida regulations; however it is Vendor's sole and absolute responsibility to comply with law, and VLS makes no representations or warranties that Vendor's compliance with the following will ensure compliance with applicable law. Health inspector may come inspect your equipment during event.
- Obtain food from an approved source. Home prepared food is not allowed

- Do not work with food, food equipment utensils or single service items, if you are ill
- Wash hands thoroughly before and after handling foods
- Maintain hot foods at temperatures of 135 degree Fahrenheit or above
- Maintain cold foods at temperatures of 41 degrees Fahrenheit or below
- Cook ground beef, eggs, gyros and sausages to a minimum of 155 degrees Fahrenheit for at least 15 seconds
- Cook chicken and other poultry to a minimum of 165 degrees Fahrenheit for at least 15 seconds
- Cook pork, lamb, goat and seafood to a minimum of 145 degrees Fahrenheit for at least 15 seconds
- Reheat cooked foods to a minimum temperature of 165 degrees within 2 hours for hot holding
- Cool cooked foods/heated foods from 135 degrees Fahrenheit to 70 degrees Fahrenheit within 2 hours and 135 degrees Fahrenheit to 41 degrees Fahrenheit within a total of 6 hours
- Heat and cool food quickly
- Check food temperatures frequently with a probe type thermometer
- Keep raw and cooked foods separated
- Thaw foods properly: completely submerged under cold running water, as part of the cooking process or under refrigeration
- Use single service articles whenever possible
- Keep food covered and protected from dust, dirt, insects, vermin and human cross contamination
- Protect all food including displayed food, from customer contamination (touching, coughing, sneezing, etc.)
- Minimize handling of food before, during and after preparation.
- Do not store food directly in contact with ice used for beverages
- Do not use swollen, leaking or damages

- canned goods
- Store all food products and equipment at least six inches off the ground
- A properly tagged and sized portable fire extinguisher must be in booth if cooking is taking place in the booth

Items Required in the Food Service Booth:

- Sanitizer (properly diluted, unscented bleach may be used)
- Probe thermometer
- Chemical test strips (for measuring sanitizer concentration)
- Hair restraints
- Three compartment sink to wash, rinse and sanitize equipment and utensils –
- Adequate supply of back-up utensils
- Adequate supply of potable water
- Soap and single use paper towels
- Adequate equipment and facilities to maintain food at the proper temperature
- Adequate protection from flying insects, vermin, dust, dirt and weather
- Adequate protection for displayed, prepared and stored food
- Consumer advisory if serving raw or undercooked animal foods
- Fire extinguisher properly tagged and sized

Compliance with Laws. Vendor agrees to comply with all federal, state and local laws, ordinances and regulations governing Vendor's operations. Vendor agrees to indemnify and hold VLS harmless from any violations of any applicable law, ordinance or regulation. Specifically, but without limitation, Vendor agrees to properly dispose of all trash, grease and food waste in compliance with all applicable laws, ordinance and regulations. Vendor is responsible for collecting all applicable sales and other taxes for its sales.

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Conduct of Vendor Business. Vendor agrees to conduct its business in a professional and pleasant manner. Vendor agrees to conduct business only within the Booth Space it has been assigned. Vendor is not allowed to share booths with another vendor. **All Vendors are required to provide and utilize a 10'x10' tent with sides and weights for tents (35 lb. per leg). Vendor must provide their tables, chairs, lights, trash receptacles.** Business must be conducted within the assigned Booth Space only – no soliciting outside of confines of Booth Space is permitted. Vendor agrees that it will conduct its business in a manner that is not distracting from the tone and atmosphere of this Event. The use of drugs, vulgar language or disrespectful comments are prohibited. Use of sound amplification devices & audio equipment is strictly prohibited.

Product. VLS must approve all products being sold. After approval has been given, Vendors may not alter their merchandise or bring in new merchandise without VLS's approval. There is no guarantee of exclusivity for any Vendor. Political vendors are not allowed. No outside vendors of alcoholic beverages are allowed. **The sale of obscene materials, stolen merchandise, sparklers, firearms, fireworks, poppers, canned string, illegal paraphernalia, medical marijuana, smoking devices, and other products deemed to be, in VLS's sole and absolute discretion, offensive or inconsistent with a family event, is forbidden.**

Change in Event Schedule/Inclement Weather. VLS reserves the right to make a change to the Event schedule, including but not limited to adjusting the hours or days of the Event due to forces of nature or other occurrences beyond VLS's control. Such changes will not constitute grounds for a refund of any fees paid. VLS is not liable for any damages suffered by the Vendor, including direct or consequential damages, should circumstances require the cancellations or early termination of the Event, regardless of the reason for such cancellation or early termination. Vendor shall not be entitled to a refund of any fees paid in the event of such cancellation or early termination.

Vendor Equipment. Vendor may leave its equipment, inventory, supplies and other materials in the Booth Space after Event hours, however, if Vendor elects to do so, it will do so at its own risk. VLS accepts no liability for any loss suffered by Vendor to its property, whether by theft, weather, vandalism or other occurrence and whether occurred before, during, or after the Event.

Vendor Insurance. Vendor is required to maintain a general liability insurance policy with a minimum of \$1,000,000.00 in coverage. Vendor agrees to provide a Certificate of Insurance naming VLS as Additional Insured. A copy of policy must be provided to VLS two weeks prior to event date.

Certificate of Insurance Information. The Villages of Lake-Sumter Inc., The Villages Operating Company, Villages Center community Development District, Sumter Landing Community Development District, all affiliates of such entities, and each of the foregoing officers, directors, employees and agents are included as Additional Insured as respects to liability coverage and the sole negligence of the named insured.

Physical Location:

The Villages Polo Club 703 N Buena Vista Blvd.
The Villages, FL 32762

Certificate Holder

The Villages of Lake – Sumter Inc.
3619 Kiessel Road, The Villages, FL 32163

The Villages Insurance – Barbara McDonald
(352)751-6622

Barbara.McDonald@thevillagesinsurance.com

HOLD HARMLESS. VENDOR AGREES TO HOLD VLS AND ALL OF ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND ANYONE WORKING THE EVENT ON THEIR BEHALF (COLLECTIVELY, THE "VLS PARTIES") HARMLESS FROM ANY AND ALL COSTS, CLAIMS, LIABILITIES, EXPENSES, PERSONAL INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE INCURRED BY VENDOR IN CONNECTION WITH THE EVENT, EVEN IF RESULTING FROM THE NEGLIGENCE OF THE VLS PARTIES.

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INDEMNIFICATION. VENDOR AGREES TO INDEMNIFY AND DEFEND THE VLS PARTIES FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIABILITIES, EXPENSES, PERSONAL INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE TO THE EXTENT CAUSED BY (A) THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF VENDOR OR THE VENDOR PARTIES, OR (B) VENDOR'S NONCOMPLIANCE WITH THIS AGREEMENT.

WAIVER OF JURY TRIAL. VENDOR WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION INVOLVING ANY MATTER ARISING OUT OF IN ANY WAY CONNECTED TO THE EVENT OR THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Photo and Video Release. Vendor grants to VLS and its affiliates permission to (i) take still pictures, motion pictures, or recordings of Vendor at the Event (the “**Images**”), and (ii) use those Images and any statements, quotes, recordings or testimonials made by Vendor to VLS (collectively the “**Testimonials**”): to register the copyright the Images or Testimonials in any name VLS may choose; to publish, display or reproduce the Images or Testimonials in any medium or form (including those not yet developed), and for any commercial purpose (including, but not limited to, promotion, advertising, display, sale or trade), without restriction or limitation; and to use Vendor's name and likeness. Vendor understands that the Images may be digitally altered or combined with other materials. Vendor waives any rights to inspect or approve the Images or the Testimonials, or any versions or uses of them, or any printed or other matter that may be used in connection with them. Vendor releases, waives, holds harmless, covenants not to sue, and forever discharges the VLS Parties from any and all claims and demands arising connected with the use of the Images or the Testimonials, including, but not limited to, any claims for slander, libel or invasion of privacy, as well as any claims due to any technical failures or distortions in the Images or Testimonials that may occur in taking the original Images or Testimonials, or in any subsequent

processing. Vendor waives any claim of authorship in the Images and the Testimonials and any right, title or interest in or to them. Vendor acknowledges and agrees that VLS is the sole owner of the Images and the Testimonials and of any printed material, electronic media, negatives, film, video tape or audio tape containing original or modified versions of them, and hereby assigns any right, title or interest Vendor may have in them to VLS.

Trademark Use. VLS hereby grants to Vendor, and Vendor hereby accepts a one-time, nonexclusive, royalty-free right and license (the “**License**”) to use those marks that VLS approves from time to time for Vendor's use in connection with the Event, some of which may contain “The Villages” (the “**Marks**”), for the purpose of advertising Vendor's participation in the Event (the “**Permitted Use**”), only up to the Event (the “**Term**”). Vendor may only use the Marks for the Permitted Use, and only during Term. All goodwill associated with any use of the Marks by Vendor shall inure solely to the benefit of their owner, VLS's affiliate, Holding Company of The Villages, Inc. (“**HC**”). Except for the rights and licenses expressly granted to Vendor pursuant to this Agreement, VLS retains all right, title, and interest in and to the Marks. VLS reserves any and all rights not expressly and explicitly granted in this Agreement, including VLS's right to authorize or license use of the Marks, or any other trademarks or names containing any of the Marks to any third party for use in connection with any goods and services. In furtherance of the foregoing, when using the Marks, Vendor shall place the registered trademark symbol “®” or the “TM” symbol (as applicable), in superscript form, immediately after each of the Marks, and, where reasonably possible, insert a plain statement on all materials using the Mark stating that the Marks are owned by Holding Company of The Villages, Inc. and are used under license. Vendor acknowledges the validity of HC's right, title, interest, and ownership in and to the Marks and any registrations that have issued or may issue thereon, and will not at any time do or cause to be done any act or thing contesting or in any way impairing, or tending to impair any part of such right, title, interest, or ownership. Vendor may not sublicense any portion of the License, and

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shall take commercially reasonable measures to ensure that its third party contractors do not use any of the Marks to advertise their business or any contractual relationship with VLC, HC, or their affiliated companies. VLS shall have the right to review all uses of the Marks and to review and approve the quality of all goods and services delivered in connection with any of the Marks. Vendor shall submit samples of all materials displaying any of the Marks, and all goods proposed to be sold in connection with the Marks to VLS for VLS's review, and will make no use of the Marks on any such materials or goods before receiving VLS's prior written approval.

Breach of Agreement. Should Vendor breach any term of this Agreement including any additional Rule or Regulation delivered to Vendor, VLS may immediately and without notice terminate Vendor's license to participate in the Event and use the Booth Space. Upon such termination, Vendor agrees to vacate the Booth Space and Event promptly. In such event, Vendors shall not be entitled to refund of any monies paid to VLS, and all obligations contained herein shall survive the termination of Vendor's right and license.

Survival. All terms, conditions, and other obligations of Vendor set forth in this Agreement shall survive the Event.

Assignment. This Agreement may not be assigned by any party without the prior written consent of all other parties.

Notices. Any notice to Vendor required or permitted herein shall be given by electronic mail at the email address provided by the Vendor on the Application submitted by the Vendor. Any notice to VLS required or permitted herein shall be given by mail at the address provided on the Application.

Waiver. Failure by any party to exercise any right under this Agreement or indulgence granted from time to time, shall in no event be considered as a waiver of such right or remedy, or prevent that party from thereafter exercising same. Further, failure by VLS to strictly enforce any other similar agreement with another vendor or participant shall not be deemed a waiver of Vendor's obligation under this Agreement.

Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the legal representatives and successors of the parties of this Agreement.

Severability. If, for any reason, any provision of this Agreement is declared void and unenforceable by any court of law or equity, the same shall only affect such particular portion or paragraph, and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties.

Entirety of Agreement. The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreement with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties or as otherwise provided herein.

Governing Law. This Agreement shall be construed and enforced, according to the laws of the state of Florida, notwithstanding conflict of laws analysis. The parties further agree that the sole jurisdiction and venue for disputes or enforcement of the provision of this Agreement shall be in Sumter County.



- APPROVED
- REJECTED
- INSURANCE
- APPLICATION FEE

BOOTH FEE

- ART/CRAFT/RETAIL
- FOOD
- NON-PROFIT
- CONFIRMATION EMAILED

----- Do not write above this line. -----

VENDOR/BOOTH SPACE APPLICATION

Name: _____
 Business Name: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Telephone #: _____ Cell phone used at event: _____
 EIN, TAX ID or SS#: _____ Website: _____
 Email: _____

For consideration, please include two photos of your product and booth display, and application fee of \$25.00 payable to The Villages® Polo Club. (non-refundable)

Booth Type: Art/Craft/Retail ___ Food ___ Charity ___ | **# of 10' x 10' Booth Spaces Requested:** _____

All vendor spaces include a 110 outlet. Will you need this? Yes ___ No ___

Food vendors only: Will your truck stay overnight? Yes ___ No ___ | **Food Truck/Trailer Size:** _____

What side of the truck do you sell out of? Pass ___ Driver ___ Rear ___

List below all products sold, displayed and or distributed: If another sheet is needed, attach it to this application and place a check mark in this box.

 Submission of this Application does not guarantee acceptance, however by submitting this Application, Applicant agrees, upon being accepted by The Villages of Lake-Sumter, Inc. ("VLS"), to be bound by and adhere to all agreements, terms and conditions applicable to the "Vendor" as set forth in The Villages® Balloon Festival 2020 Agreement Terms and Conditions, a copy of which is located at www.TheVillagesBalloonFestival.com (the "Agreement"). The foregoing is a material inducement for VLS considering this Application. Confirmation of acceptance and space assignments will be sent via email. Applicant has read and upon acceptance by VLS, agrees to be bound by the terms of the Agreement. VLS reserves the right to make a change to the Event schedule, including but not limited to adjusting the hours or days of the Event due to forces of nature or other occurrences beyond VLS's control.

Applicant:

If an individual:

Signature: _____

Printed Name: _____

Date: _____

If an entity, such as a corporation or limited liability company:

_____, _____

Signature: _____

Printed Name: _____

Its: _____

Date: _____

Mail signed completed application with check and photos enclosed to:
Event Manager/Social Media - Tori Hilding, The Villages Polo Club
 3619 Kiessel Road, The Villages, FL 32163 | or email to Tori.Hilding@TheVillages.com



CREDIT CARD AUTHORIZATION

I hereby authorize The Villages® Polo Club to charge my credit card account for the selected booth amount.

VISA MASTERCARD AMERICAN EXPRESS DISCOVER

Credit Card Number: _____

Expiration Date: _____

CVV #: _____

Billing Address:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

As the credit card holder, I hereby authorize that charges to my account be billed on the credit card shown above.

Card Holder's Name

The purpose of this statement is to authorize The Villages Polo Club to process credit card transactions from the above stated applicant. By signing this document, I am accepting responsibility for these transactions to ensure full and proper payment to The Villages Polo Club.