

# TERMS AND CONDITIONS

**COMPLETED APPLICATION AND PAYMENT MUST BE SUBMITTED PRIOR TO APPLICATION DEADLINE**

## APPLICATION DETAILS

**Acceptance / Rejection:** StarEvents, Inc (SE) will notify each participant if they are accepted or rejected by email to the email address listed on the application no later than 7 days after the application deadline. If accepted, payment will be processed within the next 3-5 business days. In the event that the participant's application is rejected, they will not be charged and checks will be destroyed. Please note: if making an online payment, a hold will automatically apply to the card. If rejected, this hold will expire after the acceptance date. An email stating the receipt of an application does not confirm nor guarantee acceptance. **An application will not be accepted without all necessary paperwork. Acceptances will be sent pending payment in full within 7 days of the acceptance email, or no later than one week before the start of the event, whichever is earlier.** There is no daily rate, and discounts will not be given to participants who forfeit their booth space. SE does not guarantee exclusivity to any participant, nor has the participant relied upon any representation or guarantee of SE regarding the revenues to be generated by the participant.

**Refunds:** Refunds for booth fees will be issued a full refund of the amount received, minus a \$50 processing fee, if the request is made in writing such as an e-mail or certified mail on or before (21) days prior to the festival. However, throughout the season, full refunds will be made to participants on an ongoing basis if the participant requested a corner space, a double booth space, or electricity but the request could not be met. Refunds will not be issued for participants who are dismissed, if the booth is forfeited, if the participant is in violation of any of the Terms and Conditions, or if vendor fails to receive necessary approval from City of Chicago and Cook County Department of Public Health. In the event that an event is prevented, rendered impossible or infeasible by an act of God, any act or regulation of any public authority or bureau, civil tumult, strike, pandemic, epidemic, interruption or delay of transportation services, war conditions, emergencies, or any other similar or dissimilar cause beyond the control of either party (each a "Force Majeure Occurrence"), it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived and any deposit monies paid to Vendor by Promoter shall be refunded to Promoter. Should a Force Majeure Occurrence necessitate the cancellation of event, Promoter will make reasonable efforts to reschedule event. If event cannot be rescheduled, Promoter will reimburse Vendor for any payments made. **No revenues are guaranteed or implied by SE in connection with participation in the event.**

**Photos:** All Artisan and Merchant vendors are required to provide (2) photos of their work. These photos will be juried and will be used to determine acceptance into the festival. It is of best interest to the participant to use clear, clean, and professional photographs that best represent your complete work. Submitted photos will not be returned. Non Profits and Food Vendors do not need to send in pictures.

**Deposit checks:** If renting equipment from SE you are required to enclose a \$200 rental deposit check made payable to 'StarEvents.' This check will only be deposited if the rental equipment is damaged by anything of your doing. These checks will be shredded after the event unless otherwise stated by said vendor. If participant would like the check sent back, participant must submit email request before the event.

**Changes to Application:** If participant wishes to change their application, they must submit a new application with the changes clearly indicated no later than two weeks before the event. Any changes made via phone will not be permitted.

**Application Deadline:** Applications must be received by application deadline. Applications received after the deadline can also be considered for acceptance. A \$50 late application fee will apply. Once "Sold Out" is stated on the website under event, the event will not accept any other applications. Please call the SE office if you have any questions regarding festival openings.

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## EVENT DETAILS

**Participation:** The participant desires to participate in the event by providing merchandise, services and information to our general public. If the participant's application is accepted by SE, the participant agrees to offer only those items listed on the application, no other merchandise will be permitted without prior written consent of SE. The participant agrees not to sell or distribute merchandise that: SE deems inappropriate or derogatory; or uses the event logo, the event name, or any other likeness associated with our event without prior written consent of SE.

**Set-up:** Participants need to check in with a SE representative upon arrival as booth spaces might have changed. DO NOT set up in a space until checking in with SE. Participants will be able to pull their car up to the booth space to unload their vehicle ONLY for one hour. Their car MUST be taken off the venue before the set up of the tent and booth. This is to help car traffic on the venue during set up. The participant will forfeit the assigned booth space if unoccupied by the start of the event. Load in details will be sent via email no later than (1) week before the event. **Booth spaces, event dates, and event times are subject to change before the event due to on-site logistical matters.**

**Parking & Vehicle Storage:** All vehicles must be removed from the venue no less than (1) hour before the start of the event. Street parking may be available as well as pay parking operations. SE is not responsible for providing any parking. Any vehicles left on the venue or within event barricades will be towed. Absolutely no vehicles will be allowed on the venue no less than (1) hour before the fest starts. You are only permitted to bring your car on the venue to pack up if approved by a SE representative.

**Tear Down:** Participants will be able to load out (1) hour after the end of the event or when approved by a SE representative. All items left on-site after the close of the event (i.e. food vendor grease buckets, cement blocks, broken personal equipment, etc.) will be disposed of and your deposit check will be kept or you will be charged a \$200 to the payment method on file.

**Hours of Operation:** We ask all participants to remain open for the duration of the event hours. Participants may begin to close their operation (1) hour before the advertised close of the event. Exceptions for hours of operations may be made. Please notify us (30) days in advance if you foresee a need to close your operation early. In the event an early closure is granted, participant must remove operations by hand or cart. Vehicles are not allowed on the venue during event hours under any circumstances.

**Booth Security:** The participant will be solely responsible for items left in their booth overnight. We are not responsible for any items lost, stolen or damaged. Off duty police will patrol the grounds overnight but will not be able to watch every space at all times.

## BOOTH REQUIREMENTS

If the participant's application is accepted, SE will assign space on the venue for the participant. All merchandise, equipment and materials must fit inside the assigned space. Display and storage outside of the allocated booth space is not allowed. Additional space can be made if purchased and if available on the venue. If you found in violation of this rule, StarEvents will charge you an additional fee based on the amount of additional space taken. **The location of participants space will be determined by SE, and reserve the right to adjust the venue prior to the event.** If store is on the venue, we will try to put you in front of your store if within the vendor space area.

**Equipment:** You must have a **WHITE** tent to participate in a SE production. If you do not have a **WHITE** tent, you must rent one from us in order to participate in the event. Tents can not exceed 10 feet in height. All tents must be properly weighted prior to the start of the event. Weights are provided with rental tents only. **SE is not responsible for weighing down your personal tent.**

**Signage:** All signage must be clean and properly placed. SE has the right to ask you to remove signage if not presented in the appropriate manner. Signage may not be flown or raised above the tent canopy and sign pole. Please feel free to call our office for specific instructions.

**Sound Restrictions:** Participant agrees to not have amplified sound of any type within booth. Participants with amplified sound may be asked to vacate space and will not receive a refund. Amplified sound has been determined to create conflict with adjacent participants. Please respect your neighbors.

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**Electricity:** Electricity is only available by renting from the event. If purchased, you will be provided 3 outlets, 20 amps each. Edison plugs only. Participants will be restricted from using personal generators due to the noise, exhaust, and safety factors. If you need electric, make sure to tell us 30 days prior to the event so we can place you on the map accordingly. Participants found to be using our electrical sources without prior payment will be charged the \$150 electric fee on-site.

**Maintenance:** Participants are solely responsible for the appearance of their space. The participant shall maintain its space in a neat, clean and sanitary condition. Participants will clean their space to original condition during tear down or they will be charged a \$50 clean up fee.

## GENERAL POLICIES

**Dismissal from the event:** In the event the participant is dismissed from the event, they will be asked to vacate the booth space immediately, take all belongings, and will not be allowed to participate for the remainder of the event. The participant may be dismissed or removed from the event if found to be in violation of any of the Terms and Conditions. Refunds will not be issued for participants who are dismissed or are in violation of any of the Terms and Conditions.

**Legal Liability & Insurance:** The participant shall comply with all local, federal, state and municipal laws and ordinances in operation of its booth during the event and shall insure its merchandise against loss by theft or damage. The participant hereby releases SE and its Client, officers, directors, members, and employees from any and all claims for, and agrees that SE and the Client, officers, directors, members, and employees shall have no responsibility for personal injury sustained by the participant, its agents or employees, or damage to, or loss or destruction of, the participant's properties. The participant further agrees to indemnify and hold SE and the Client, its officers, directors, members, and employees harmless from and against any and all claims for personal injury, damage to property or theft occurring in or about the event area, whether to the participant, its agents or employees or any third party, caused in part or in whole by the participation of the participant in the event. **Additionally, vendors must secure owned and non-owned automobile insurance not less than one million dollars (\$1,000,000) per occurrence.**

**Conduct:** All vendor booths and load-in vehicles inside the venue are subject to search by event security at any time. Any vendor staff found to be storing, transporting, selling or facilitating the sales of illicit substances or involved in any illegal activity will be immediately ejected from the event and turned over to the Chicago Police Department. In addition, the entire vendor operation and staff associated with the violator will be immediately ejected from the event and will lose all right to fees and deposits. There is absolutely zero tolerance for illegal activity at SE festivals.

**Indemnification:** Vendor hereby indemnifies and holds harmless Festa Italiana, StarEvents and their parent, subsidiary, and affiliate companies, and each of their respective officers, directors, members, employees, representatives, successors, agents and assigns, and such other parties reasonably requested by Company, including, without limitation, TERMS & CONDITIONS governmental authorities (collectively, the "Indemnified Parties") from and against any and all third party claims, losses, liabilities, suits, damages, causes of action and costs (including reasonable court costs, expenses and third party legal fees and suffered or incurred by the Indemnified Parties arising out of, connected with, or as a result of: (i) Vendor or any Vendor's representatives, independent contractors, employees, agents, and assigns' negligence; and/or (ii) Vendor or any of Vendor's representatives independent contractors, employees, agents, and assigns' actions or omissions in connection with the event or breach of this agreement or any of Vendor's representations and warranties hereunder, except for those liabilities, damages and expenses arising from the gross negligence and/or willful misconduct of Festa Italiana. Festa Italiana and/or any party related thereto shall not be responsible for any damage or loss to any of Vendor's property or equipment. In addition, Vendor, on behalf of itself and all parties related to Vendor, does expressly release Festa Italiana and all parties related to Festa Italiana from all claims for loss, damage, or injury arising from any cause whatsoever.

**I have read and accept the Terms and Conditions.**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_