Rules and Policies

Southlake Chamber Oktoberfest Vendor/Sponsor Policies

Southlake Chamber of Commerce (SCC) must set and enforce certain policies and standards for Vendors and Sponsors in order to ensure a safe and equitable environment for all participants.

General Rules

Absolutely no selling or solicitation is to take place outside of rented booth spaces. No vendor/sponsor may expand his/her display beyond the boundaries of their rented space.

Authorized vendor/sponsor representatives must staff booths during all exhibit hours. Vendor/sponsor may not arrive to set up after the vendor/sponsor room/festival has opened, or begin to tear down and/or leave early, unless specific prior consent has been granted by the Vendor/Sponsor Coordinator.

Materials such as handbills or fliers may only be distributed within the Vendor's/Sponsor's booth.

No vendor/sponsor or agent of a vendor/sponsor may promote, display, or behave in a manner considered offensive or distasteful as determined by SCC. Examples include promoting racism, gender bias, etc.

All vendors/sponsors must comply with, and be bound by, all laws, ordinances, and regulations of the country, state, county, city, facility, and, if applicable, police and fire departments. Oktoberfest Festival Specific Rules

Banners, signs, displays and tents may not cause damage to park property. Vendor/Sponsor is responsible for cleaning up their space before leaving and should not leave trash or other debris in the area.

Vendor/Sponsor must provide their own tents, tables, chairs or displays unless otherwise agreed to. SCC is selling a space only and does not provide any equipment.

Driving onto the festival grounds is a privilege and not a right. If a vendor/sponsor drives in a manner that would damage the area in any way or endanger people in the area, they will be asked to remove their vehicle at once and will not be permitted to return. All vendors/sponsors who do drive onto festival grounds should minimize the amount of time their vehicle is there by keeping it there for loading and unloading only. Vendors/Sponsors should respect all directives of SCC staff regarding the use of vehicles on festival grounds.

Vendor/Sponsor Terms and Conditions

- 1. Application Fees, Booth Specifications, and Services
- a. Companies, organizations, or individuals selling or promoting products or services at Southlake Chamber Oktoberfest event must rent exhibit space and must confine such activities to the space rented. Exceptions to this requirement must be obtained in writing from SCC prior to the start of the event.
- b. Exhibit space assignment will be confirmed only when payment and completed vendor forms are received by SCC. No spaces will be "held" pending payment. NSF checks will be charged a \$35 processing fee and another form of payment must be used such as a money order, cashier's check, cash, or credit card.
- c. Exhibit space will be assigned by the Vendor/Sponsor Coordinator, taking into consideration each applicant's placement preferences and requests whenever possible. All decisions about exhibitor space assignments are final.
- d. Vendor/Sponsor fees are non-refundable. Rental fees are not refundable under any circumstances. Exceptions for extraordinary circumstances may be granted by the Vendor/Sponsor Coordinator or other authorized officer of SCC. In the event that a vendor/sponsor cancels or fails occupy his/her space prior to open of business, SCC has the right to use said unoccupied space to suit its own convenience, including renting said space to another vendor without rebate or allowance due to the defaulting vendor. Vendors/Sponsors agree that if any default is made in any covenant or agreement contained herein SLC may, at its option, cease and terminate the contractual relationships.
- e. Vendors/Sponsors may not begin to dismantle display/booth before the official close of the vendor room/festival. Vendors/Sponsors dismantling prior to the official close will not be invited back to future events, and may be denied future participation.

2. Security and Liability

- a. Vendors/Sponsors are solely responsible for collecting and paying all applicable city, county, state, and federal taxes on sales and promotional activities at SCC Oktoberfest.
- b. SCC will arrange for personnel to watch over the vendor/sponsor area, but is not responsible for any injury to vendor's/sponsor's agents, servants, employees, or damage to or theft of property from any cause prior to, during, or subsequent to the event. Vendors/sponsors hereby expressly agree to indemnify and hold harmless SCC against any and all claims for such loss, damage, or injury.
- c. Vendors/Sponsors are fully responsible for any loss, damage, or injury to the convention site owners or personnel resulting from vendor's displays or actions. Vendors/Sponsors are fully responsible for loss, damage, or injury to SCC staff, volunteers, and attendees resulting from vendor's/sponsor's displays or actions.
- d. Vendors/Sponsors are liable to SCC for any and all damage, from whatever cause, to rented or leased booth equipment, and shall indemnify, defend, or hold harmless SCC against any and all claims or suits for such damage.