

MADISON COUNTY COVERED BRIDGE FESTIVAL 2007

RULES AND REGULATIONS

BINDING BOTH PARTIES TO CONTRACT

DEFINITIONS:

- A. **Festival:** The Madison County Covered Bridge Festival
- B. **Chamber:** The Madison County Chamber of Commerce, the sponsoring organization of the Festival.
- C. **Committee:** The Madison County Covered Bridge Festival Committee, which is authorized and empowered by the Chamber to organize and manage the Festival and to enforce rules and regulations for the conduct of the Festival.
- D. **Vendor:** The person or entity contracting with the Chamber to participate at the Festival, and their agents, employees and volunteers.
- E. **Booth:** The area leased by the Vendor for its participation in the Festival.

1. **INTERPRETATION AND ENFORCEMENT OF RULES:** Each Vendor shall comply with the following rules and regulations, in addition to complying with any and all statutes and ordinances of the State of Iowa, County of Madison and City of Winterset pertinent to the Vendor's participation in the Festival, including but not limited to, statutes and ordinances affecting gambling, health and sanitation, building, electrical construction, maintenance, and fire safety. Each Vendor is responsible for all of their own permits and exemptions including sales tax permits.* The Chamber and Committee shall have the right to interpret the following rules and regulations, to amend or add such rules and regulations as it might deem appropriate; and to enforce compliance with such rules and regulations. The Committee reserves the right to refuse rent of space to anyone and to regulate the types of items offered for sale. Any violation of these rules and regulations or of referenced statutes and ordinances shall result in immediate forfeiture of all rights of participation in the Festival including any moneys deposited to secure participation in the Festival.

2. **LIABILITY INDEMNITY:** Vendor agrees that it will protect, defend, hold harmless and indemnify the Chamber, Committee and City of Winterset, their directors, officers, agents, employees and volunteers from, and against, any and all expenses, claims, actions, liabilities, attorney fees, damages and losses of any kind whatsoever, actual or alleged, resulting from or concerned with the participation as a Vendor in the Festival. The Chamber, Committee and the City of Winterset shall not be liable for any loss or damage to any merchandise or personal property in or about Vendor's booth(s), regardless of the cause of such loss or damage.

LIABILITY INSURANCE: Each Vendor must provide a Certificate of Insurance as proof of \$1 million liability insurance coverage that lists the Madison County Bridge Festival as an additional insured.

3. **SALES TAX PAYMENTS:** All Vendors shall be current in sales tax obligations to the State of Iowa. If this obligation is unsatisfied, the Chamber shall prohibit the vendor from participating in the Festival and the Vendor shall forfeit all fees, costs or moneys paid to the Chamber for participation in or associated with the Festival.

4. **MERCHANDISE:** Items for sale must be handmade artwork and crafts. No "sale" or "reduced price" signs will be permitted. At no time shall a Vendor display for sale materials which in the sole judgment of the Committee shall be deemed obscene, dangerous or unlawful. Expressly prohibited are items including, but not limited to the following: drug paraphernalia, all knives, throwing stars, firearms, and brass knuckles. Additionally, no sale of marshmallow guns will be permitted. **Raffles: Only** not-for profits who have received prior consent shall be permitted to sell raffle tickets.

5. **VENDOR APPLICATION PROCESS:** Notice of the application process will be mailed to all food, craft, and antique vendors who request them in FEBRUARY 2008. **Applications are due to the Chamber by July 1, 2008.** Notification of acceptance will be sent within 30 days of an approved application. All Vendors who are new to the Festival must submit pictures of their booth and product with their application. (see contract) Applications postmarked after July 1, 2008 will be considered on a first come, first served basis, based on space availability. There will be a \$20 charge added to all applications received after July 1, 2008. Checks postdated or returned unpaid by the bank are subject to a \$25 service fee and/or disqualification.

BOOTH CATEGORIES: Two types of booths are permitted at the Festival. For all booths, no holes may be dug and no trees damaged by any type of fastening devices (i.e. spikes, ropes, etc.)

1. Traditional Booths: Rustic, 1800's style-booth constructed of wood. Canvas topped self-supporting wood structured tents also qualify in this category.

2. Pop-Up Style Tents: These must be white or beige in color, fire-retardant and self-supporting.

No tarps are allowed as part of the tent structure. Tarps may be used only in the event of rain as a temporary measure to protect merchandise.

There is also a large tent available for rent by crafters who prefer not to bring their own tent/booth.

Several crafters share the tent. Electricity is included in the large tent rental fee.

6. **ADDITIONAL BOOTH RULES:** Once a space is sold, it must be occupied by the approved art, craft, antique or food booth owned and operated by the approved Vendor.

SUBLEASING: Subleasing of all or any of assigned booth space by the Vendor is strictly prohibited. Vendor cannot permit another party to exhibit, promote in any manner, or take orders in the booth.

7. **FOOD VENDORS:** All food handlers **MUST** wear rubber/latex gloves while handling food. **IMPORTANT:** Any grease or charcoal must be deposited in the special **GREASE DUMPSTER** located in the alley on the East side of the square. Each food vendor is responsible for the appropriate disposal of grease. *Failure to dispose of grease, charcoal or trash properly will jeopardize Vendor's participation in future Festivals.*

8. **BOOTH SETUP/REMOVAL:** Specific guidelines for booth setup and removal will be sent to each Vendor approximately one month prior to Covered Bridge Festival. Booths must be constructed and ready for operation by 8:00 a.m. on Saturday, October 11, 2008. Vendors may bring vehicles onto the grounds to restock booths between 6 – 8 a.m. Sunday, October 12, 2008. Vehicles on the grounds after 8 a.m. will be towed. Please note that while the gates do not officially open until 9 a.m. each day, people will have access to the square and the booths as early as 7:00 a.m. A member of the Committee will check each booth for rule compliance on Friday, October 10, 2008 and periodically throughout the Festival. Tear down will begin after 5:00 p.m. on Sunday, October 12, 2008 and must be completed by 9:00 p.m. All booths in the large tent must be dismantled and cleared of the area by 7:00 p.m. on Sunday, October 12, 2008.

9. **BOOTH DESIGN/COSTUMING:** The Festival Committee encourages Vendors to promote the pioneer theme by decorating booths and dressing in pioneer costume. A certificate toward next year's booth fee will be awarded to best craft booth, best food booth and best costume.

10. **BOOTH CONSTRUCTION & USE:** The Committee reserves the right to remove a booth from the Festival if the booth is constructed in an unsafe manner or unattractive. Vendors will confine their operations to the booth and shall not solicit business outside the booth. In the event a trailer is used as a booth, it must fit, including the tongue, within booth space. All tents used must be natural, white, or beige in color and fire retardant.

11. **SOUND RESTRICTIONS:** The Committee reserves the right to monitor and regulate the level of sound from all booths. After two (2) warnings about offensive sound, the Committee shall have the right to disconnect power from the booth or request the Vendor to vacate the booth.

12. **CLEANUP:** Vendor's Booths and all areas surrounding them must be kept clean of all refuse, rubbish and garbage deposited in containers provided. **IMPORTANT:** Any grease or charcoal must be deposited in the special **GREASE DUMPSTER** located in the alley on the East side of the square. Each food vendor is responsible for the appropriate disposal of grease. *Failure to dispose of grease, charcoal or trash properly will jeopardize Vendor's participation in future Festivals.* Our Sanitation crews will pick up trash that is left in designated areas at regular intervals during the day. Our crews work continuously throughout this event to keep the grounds clean.

13. **FESTIVAL HOURS OF OPERATION:** Saturday, October 11, 2008, 9:00 a.m. to 5:00 p.m. and Sunday, October 12, 2008 9:00 a.m. to 5:00 p.m. Booths are to be manned at all hours of operation. If a Vendor sells out of an

item, said Vendor shall keep the Booth open for display of sample items and solicitation of orders until the close of the Festival.

14. **ACCESS TO FESTIVAL GROUNDS:** The Committee will provide each Vendor with one vehicle pass/ ID number that corresponds to their booth number. The pass allows entry of a vehicle through the barricaded boundaries of the Festival before and after the hours of operation only. Please display the number in your vehicle throughout the event. All vehicles must be parked outside the barricades. The Vendor booth fee includes two (2) ID bracelets per booth. Each ID bracelet permits access to the Festival both days. Additional passes are available by request.

15. **ELECTRICITY:** Vendor must indicate on their contract the specific electrical power needed. Because Vendor arrangement is planned to accommodate electrical needs without overpowering our system, last minute additions to electrical needs are not possible.

16. **FIRE SAFETY:** Each booth must have a fire extinguisher. Any ground fires must have prior approval.

17. **PET RESTRICTION:** Only service animals will be allowed on the Festival grounds. No pets inside the barricades during Festival hours.

18. **CANCELLATION:** Vendor shall notify the Committee in writing of intent to cancel this contract no later than August 1, 2008 in order to be eligible for a refund. A refund of 50% of the contract price shall be made only if the space is resold. No moneys will be refunded due to inclement weather.

19. **FESTIVAL APPROVAL BY CITY:** This contract is expressly contingent insofar as the Chamber is able to obtain permission from the City of Winterset to conduct the 2008 Festival. In the event this contingency is not met prior to the opening of the Festival, then this contract shall be null and void and the moneys deposited herewith shall be returned to the Vendor.

* Sales tax in Madison County is 7%. Please attach a photocopy of your Iowa Sales Tax Permit to your application. There is a place to check on the application form to request a Temporary IA Sales Tax Permit application.

Dear Vendor,

I hope you'll consider the Covered Bridge Festival as one of your venues for 2008. Our theme this year will center around the "Madison County's Cultural Heritage." If there is anything we can do to help with the application process please call 515-462-1185 or 800-298-6119 and ask for Beth or Brenda or email us at chamber@madisoncounty.com

Sincerely,

Brenda Hollingsworth

Executive Director

Madison County Chamber of Commerce