

FREEDOM FESTIVAL 2024 VENDOR TERMS & CONDITIONS

1. **SET-UP POLICY:** vendor must be setup with a full booth display in pre-designated area and be ready for health inspection no less than 1 hour BEFORE the event start time. If the vendor is not ready for the inspection and/or does not pass health inspection, Vendor will be asked to leave and will not be allowed at any future Festival events or receive any refund.
2. **HOURS OF OPERATIONS:** Vendor is required to be open to the general public for the duration of the entire event. Closing to the public before the end of the event or staying open to the general public after the end of the event is grounds for exclusion from participating at future events.
3. **SIGNAGE:** Vendor must post prices in a legible manner and in a visible space on their booth. No political signs of any type are permitted.
4. **MENU:** It is the goal of the Freedom Festival to avoid having multiple vendors selling the same/similar items. Should Vendor sell non-agreed-upon item(s) listed on your application, the Vendor will be asked to first stop the sale of the item and the possibility to leave and will not be allowed at any future Festival events.
 - a. **EXCLUSIVES:** The Freedom Festival reserves the right to offer vendor the right to be the exclusive vendor for certain food or beverage items. If you are interested in being an Exclusive Vendor, please call the office at 319-365-8313.
5. **BEVERAGES:** We are a Coca-Cola sponsored event. All drink options sold at vendor booths MUST be Coca-Cola products.
6. **ALCOHOLIC BEVERAGES:** the sale, consumption, or distribution of alcoholic beverages of any kind is strictly prohibited. Any person violating this policy is subject to immediate expulsion.
7. **ELECTRICITY:** Each vendor is responsible for their own electrical needs. The Freedom Festival will NOT be providing electrical. If you cannot provide your own electrical, you will be unable to vend.
8. **TRASH:** All vendors are required to keep their space clean and free of trash and provide their own trash bags and trash receptacles. All trash must be removed and taken to the supplied trash dumpsters on site. Food vendor will remove all cooking waste from their vendor site. Vendor will regularly take all trash to dumpsters.
 - a. **GREASE:** grease splattering is an area of highest concern. Vendors must utilize a non-flammable covering underneath your cooking area. Grease-catching sheets must extend beyond the primary cooking area to catch all splatters. Grease must be disposed of properly by the vendor.
 - b. **Refundable Sanitation Deposit** – A refundable Sanitation Deposit in the amount of \$200 is required. Checks for the Sanitation Deposit are NOT deposited unless post-event clean-up is deemed inadequate. If clean-up is deemed satisfactory, checks will be destroyed after the completion of the Festival. If you wish to receive your check back, please provide this request

via email to Marnie Schultz – Marnie@Freedomfestival.com otherwise checks will be shredded after the event.

9. **TRAILERS:** vendor is required to have UL-300 Hood & Duct system installed and properly working.
10. **VENDOR SPACE:** Vendor must provide tents, tables, chairs, shade cover, lights, garbage bags, etc.
 - a. All tents must be anchored per the manufacturer’s installation instructions to resist wind and/or other loads.
 - b. All vendor activity must be conducted within the designated booth space only. No distribution, canvassing, flyers, nor vending of any kind may be conducted outside the designated booth space.
 - c. Each space provided is 15 x 15
11. **SUBLEASING:** vendor may not sublease their space unless pre-approved by the Cedar Rapids Freedom Festival Director of Marketing & Operations. For purposes of this subsection, “sublease” includes renting, sharing, donating or in any way allowing another company or person to display or advertise in a vendor’s space.
12. **SECURITY:** The Cedar Rapids Freedom Festival is not responsible for any loss, theft, or damage to vendor property.
13. **PARKING:** Vendor will be assigned parking nearby the event when possible. Use the vendor pass to access these areas. If you need handicap parking, contact the Marnie Schultz – Marnie@Freedomfestival.com for handicap parking locations.
14. **FIRE PREVENTION:** Vendor will be required to have on-site a fire extinguisher that has been serviced within the last year by a licensed fire protection company. All extinguishers must bear a tag establishing these requirements. If you will be using any type of frying appliance, including commercial grade deep fryers, woks, pots, etc. vendors must supply a fire extinguisher that is a K class. This extinguisher must also have been serviced within the last year by a licensed fire protection company.
15. **HEALTH DEPARTMENT:** Vendor must attach a Linn County Health Department permit with their application indicating vendor has a temporary food service license.
16. **INSURANCE:** Vendor must attach a certificate of insurance with their application naming Cedar Rapids Freedom Festival and the City of Cedar Rapids as additional insured for each event in which you will be serving as a vendor.
17. **WEATHER POLICY:** The Freedom Festival will plan on having events rain or shine unless Vendor is otherwise notified by Freedom Festival Staff. The goal is to have the event even if that means it starts later than scheduled.
18. **CANCELLATION POLICY:** If the Vendor is not on-site preparing their set-up on the dates and times as stated on the application without prior approval by Freedom Festival Director, Vendor will be fined \$100 and will risk not being allowed at any future Festival events.
19. **MARKETING POLICY:** Vendors are encouraged to provide images of standard booth and descriptions for inclusion on the Festival website and social media sites. Vendor grants the Freedom Festival the right to photograph or record booth and wares at event for promotional purposes of the Festival.

20. **CONDUCT POLICY:** Acts, including verbal acts or conduct, that constitute harassment of any person by reason of such person's race, creed, religion, color, sex, sexual orientation, age, disability, veteran status, marital status or national origin will not be tolerated and any vendor, agents or employees will be removed from an event if such acts or conduct takes place and you will not be allowed at any future Festival events.

21. **INDEMNIFICATION:** vendor agrees, by accepting this agreement, regardless of coverage under any insurance policy, to pay all costs necessary to indemnify, defend and hold Cedar Rapids Freedom Festival and its agents (as applicable) harmless from all claims, demands, actions, attorney's fees, cost and expenses based on or arising out of any acts, errors, omissions, fault, or negligence of vendor or its principals, employees, subcontractors or other.

22. **PHOTO RELEASE:** the participants hereby give permission to the Cedar Rapids Freedom Festival to take photographs, make audio recordings and/or videos of the vendor at the event and to use such photographs, audio recordings and/or videos for such promotion or other lawful purpose as the Cedar Rapids Freedom Festival and its assignees deem appropriate. The named vendor and their representatives or employees further waive and all rights or claims as to content approval or damages that may arise from the use of such photographs, audio recordings and/or video.

24. **ANIMALS:** vendor is not allowed to bring animal(s) into the festival venue.

Freedom FEASTival requirements – The Freedom FEASTival is a fundraiser for the Cedar Rapids Freedom Festival. There will be a vendor fee of \$75. The Cedar Rapids Freedom Festival will also be asking for 10% of all sales to be paid to the Cedar Rapids Freedom Festival at the end of the event.