

Terms and Conditions (these are being reviewed right now and may need to be updated)

- These Terms and Conditions contain the rules, regulations, and policies of the event.
- The principal contact for each organization or entity, or vendor or exhibitor who completes and signs any festival or event application will be responsible for ensuring compliance with these Terms and Conditions by all staff, volunteers, and individual representatives present and participating at the event on behalf of each organization or entity, or vendor or exhibitor.
- The principal contact must be present at the festival or event or if not present, available by telephone during all event hours.
- Subletting of booth spaces is not permitted.
- Vendors and exhibitors must vend and have their booths, tents, or spaces fully staffed and open for patrons during the entirety of the event, regardless of weather conditions or attendance, unless the function is suspended by the organizers, in its sole discretion.
- Vendors and exhibitors may purchase up to two booth spaces at the event.
- Vendor and exhibitor booths and spaces may be occupied and used by only the organization, entity, or individual that contracted for the booth or exhibitor space.
- Vendor and exhibitor booths and spaces may not be subdivided or shared between separate vendors or exhibitors.
- Vendors and exhibitors are encouraged to be environmentally conscious.
- Vendors and exhibitors must provide their own booths, displays, tents, tables, chairs, and any other equipment and supplies needed for operational purposes. If an activity is provided for patrons, the provision of all necessary equipment and supplies is the responsibility of the vendor or exhibitor.
- Each vendor and exhibitor is responsible for the construction, set-up, staffing, and take-down of the vendor's booth, tent, or exhibitor spaces.
- Vendors and exhibitors must ensure that all activities and offerings, including giveaways, games, and contests, are confined to the booth or exhibitor space(s) assigned.
- No cords, tables, stands, or displays of any type may be placed in pedestrian walkways.

- No merchandise may be placed outside the booth or space along sidewalk areas within a festival venue or event site.
- There is a separate \$50 fee for electricity. Paying the fee for power DOES NOT mean electricity is guaranteed at your site. Each vendor is limited to 300 watts of power. The Fire Department will only allow UL approved heavy duty one-outlet extension cords or power strips with built-in cut off/breaker.
- Vendors requiring electricity must provide their own electrical cords of sufficient length and with approved cord protectors. Placement of cords shall be in compliance with Fire Department requirements.
- Food and beverage vendors must have fire extinguishers with current inspection certificates. All health permits, permit receipts, and inspection certificates must be shared with info@radfordcommunityfest.com
- Food and beverage vendors using propane and compressed gas cylinders must have such tanks or cylinders secured to the vendor's facilities in an upright position.
- No sound systems, speakers, or amplifiers are allowed for product sales or demonstration.
- Generators are not permitted other than as approved in advance for food and beverage vendors.
- Food and beverage vendors requiring the use of disposable containers are encouraged to use products that are bio-based, made of recycled-content, compostable, or recyclable. The festival organizers will provide recycling and trash station throughout the event area. Styrofoam products are strongly discouraged.
- Vendor parking is limited and available on a first-come, first-serve basis.
- Vendors and exhibitors may sell or give away only merchandise, goods, or services ordinarily available in or offered through their businesses. All arts and crafts must be handmade by vendors. Commercially produced buy/sell merchandise will not be accepted or allowed. Violators will be asked to withdraw their buy/sell wares and will forfeit participation in future festivals.
- Vendors or exhibitors offering giveaways, raffles, games, or contests shall be solely responsible for ensuring that such giveaways, raffles, games or contests are in compliance with all applicable laws.

- Food and beverages may be provided only by approved food and beverage vendors who also are members of DBI and only from designated vendor booths, tents or spaces. No outside food vendors will be accepted.
- Vendors and exhibitors are solely responsible for determining and paying applicable sales tax on goods sold.
- Vendors and exhibitors are solely responsible for ensuring that their goods and merchandise sold do not infringe upon the intellectual property rights of third parties and assume any and all liability for the same.
- The following items are prohibited at all times within a festival venue or event site:
 - Illegal drugs, drug paraphernalia, or other controlled substances prohibited by federal or state law within Virginia. Any prescription medications must match the name of the prescription holder's legal ID card.
 - Smoking or vaping, except within designated smoking areas.
 - Weapons of any kind.
 - Fireworks of any kind or size.
 - Glass bottles or containers of any kind.
 - Alcohol, except that provided by approved festival vendors within designated areas.
 - Unlicensed vending.
 - Open fire or flames, other than as provided by approved festival vendors within designated areas.
 - Propane tanks or cylinders greater than one pound other than for designated food and beverage vendors.
 - Helium or other pressurized gas tanks, other than as approved for food and beverage vendors.
 - Generators, other than as approved for food and beverage vendors.
 - Offensive Items — DBI reserves the right, in its sole discretion, to prohibit the display, use, sale or exhibition of any item that DBI deems to be offensive or has the effect of disparaging or discriminating against anyone on the basis of race, color, nation origin, sex, religion, age, or sexual orientation.

- All festival sponsors, participants, vendors, exhibitors, and attendees must comply with all federal, state and local laws, ordinances and regulations at all times.
- Vendors and exhibitors are individually responsible for ensuring and maintaining compliance with Health Department and Fire Marshall rules and regulations applicable to their booths, products, and services.
- Vendors and exhibitors are individually responsible for ensuring that they are properly licensed and permitted by law to offer the goods, services, and/or giveaways offered or promoted at the festival or event.
- Organizers reserve the right to refuse any application for festival or event sponsorship or participation at any time for any reason. If such refusal is made upon the application itself, a full refund of any fee or amount paid for the festival for which refusal is made will be given.
- Organizers are not responsible for lost, stolen, or damaged goods, injuries to persons, and does not provide any guarantee or insurance against the risk of loss, damage, or injury to person or property.
- The event website will be used to list festival policy updates, festival information, and promotions.
- Organizers reserve the right, at all times and in the sole and absolute discretion of the organizers, either to deny any person – including attendees, sponsors, vendors, exhibitors or participants entry into, or to eject any such person from, the festival venue for violation of any Terms and Conditions, in which case no refund or any amounts paid by such person or organization shall be given.
- These Terms and Conditions may be updated or modified from time to time, with or without notice, posted on event website, and maintained at all festival administrative tents or booths.
- Sponsor and Participant fees are non-refundable once applications are approved by the festival committee
- Sponsors, vendors, exhibitors, and Community Partners, and all of their agents, representatives, and volunteers shall hold harmless, indemnify, and defend organizers, and its agents, employees, and representatives, from and against any and all claims, costs, and potential liabilities, including attorneys' fees, arising from the participation, conduct, or affairs of the sponsor, vendor, or exhibitor at the event.