

## Events Policies / Procedures

Dear Valued Vendors,

On behalf of Boy Scouts of America Troop 228, we would like to welcome you to our Events. These events are fundraisers for Troop 228 located just up the hill from down town. We are a Troop comprised of male youth from the surrounding communities with ages ranging 10 to 17. Here at Troop 228 our mission is to build the future leaders of our communities and country. Funds raised are allocated to our Scout Hut maintenance fund, Sponsorship fund, Activity fund, and more. These events allow us to continue our mission by offsetting costs, maintenance, and more.

We currently hold 2-3 “festivals” per year. Annual Events are the “Flowery Branch Spring Festival” and “Flowery Branch Fall Festival”. Troop 228 has been hosting these events going on 14 years.

Many questions are asked every year of how our event works. Vendor online registration will begin about 180 days prior to the event. To register, go to [www.troop-228.com/events](http://www.troop-228.com/events). 72 hours before the event currently registered vendors will receive an email to let them know what their registration color is and where their check in location is. Please ensure you only check in at your designated check in location. Volunteers will be unable to check you in if you arrive at the incorrect location. Once you are checked in you will be given a space number and parking permit. Follow the volunteers instructions and scouts will be at your space to help you unload and set up your tent. Once your vehicle is completely unloaded, we kindly ask you remove your vehicle and park in the designated vendor parking.

Check out. Departure will begin at 4:15pm. No early departures are allowed in the consideration of safety. Please do not begin break down until 4:15pm. The roads will be opened at 4:15 for loading. We kindly ask you do not move the barriers, our volunteers will do a final sweep through the event to ensure that pedestrians are clear of the event before the streets will be opened.

Please take the time to fully read and understand our policies below.

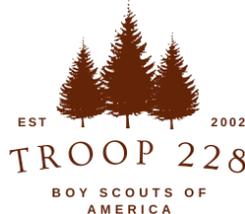
We thank you for your support of our mission at Troop 228!

Yours' in Scouting,

Scouts and Leaders of Troop 228

Email: [info@troop-228.com](mailto:info@troop-228.com)

Phone: (770) 467-3833



### **Terms and Conditions:**

Flowery Branch Troop 228 Festival Terms and Conditions. Below are regulations set forth by BSA Troop 228, Agents and City of Flowery Branch. Failure to comply with the following will result in dismissal with no expectation of a refund from any BSA Troop 228 Event.

Vendor Spaces are not guaranteed until full payment and registration form received and recorded. Vendors are provided with a 12'x12' space per "ticket". Vendors exceeding the 12x12 will be assessed additional charges and full payment of additional fees are required at that time. Failure to provide payment for additional will result in dismissal with no expectation of a refund.

All merchandise is subject to review and will be monitored by the promoters, Flowery Branch BSA Troop 228, and agents.

All products, services, give-aways, promotions, etc. Must be approved prior to the festival. Applications without detailed descriptions of products, services, give-aways, promotions, etc. will be contacted once by the Event Planning Committee, failure to respond may be subject to dismissal from the event with no expectation of refund.

All Changes to your original application; such as products, services, give-aways, promotions, etc. must have prior approval from the event Chairman. Failure to do so may result in limits placed on your booth.

Below are more rules and regulations for events hosted by BSA Troop 228 and Agents

1. Tents and tarps may be used with advance permission by the Events Chair. Pop up style preferred and does not require prior approval.
2. Must provide own tents/tables/chairs/power cords, props, etc. No other materials/supplies will be provided by BSA Troop 228, Agent or City of Flowery Branch. No staked tents, you may bring weights for your tent.
3. Must leave your area as you found it, failure to pick up trash and debris will result to be stricken from future events.
4. No subletting of space.
5. No soliciting or displays outside your booth space.
6. No guarantees on booth location.
7. Collection and reporting of applicable sales tax is the sole responsibility of vendor. Vendors will be provided sales tax reporting forms during registration.
8. Music, PA's and other noise making devices are strictly prohibited in individual booth spaces. Please be courteous to your neighbors.
9. We expect all vendors follow the Scout Oath, Scout Law and Outdoor Code during our event. These can be found on our website.
10. Generators require advance approval.
11. No early Check out. For safety concerns, vendors are not allowed to pack up and load until 4:15pm. Vendors who pack up early will be asked once to stop, failure to comply will result in being stricken from future events.

Vendor categories desired: Arts, crafts, quality antiques, collectibles, games, and food - Family friendly only.

### **Vendor Agreement**

This Event Contract (hereinafter referred to as the "Contract") is entered into and shall be effective as on date of registration (hereinafter referred to as the "Date")

### **By and Between**

BSA Troop 228 and Agents (hereinafter referred to as "BSA Troop 228"), having its principal place of location at 5416 Spring Street Flowery Branch, Georgia 30542, and; Registrant (hereinafter referred to as the "Vendor"), having its principal place at the address notated on registration.

BSA Troop 228 and Vendor are collectively referred to as the "Parties" and individually as "Party".

Whereas the Vendor desires to reserve and participate at the Event notated in the registration hosted by BSA Troop 228 (hereinafter referred to as the "Event") being held on the [DATE] at the Depot in Down Town Flowery Branch, Georgia (hereinafter referred to as the "Venue").

AND WHEREAS the Vendor agrees to render services and attend the event for BSA Troop 228.



NOW, THEREFORE, in consideration of the mutual covenants and commitments contained herein, the Parties do hereby agree as follows.

#### 1. EVENT DESCRIPTION

BSA Troop intends to host [Name of the Event] at the venue on [date]. This event will be open for public sale of Vendor's products. Sales will be permitted from 10:00AM through 4:00PM.

#### 2. PAYMENT

BSA Troop 228 shall charge a total amount of \$75.00 per space for a space without access to electricity (hereinafter referred to as "NON-POWERED") \$85.00 per space with access to electricity (hereinafter referred to as "POWERED") \$85.00 per space for food service vendors (hereinafter referred to as "FOOD VENDOR"). Upon [10 days prior to the event], if the payments are not made in full, BSA Troop 228 shall have the option to consider the Vendor in breach of this Contract and claim a late penalty of \$15.00 due at registration, failure to provide payment at time of registration will result to dismissal from the event.

BSA Troop 228 requires mode of payment shall be Cash, Check or PayPal or any other mode of payment as mutually agreed by the Parties.

#### 3. CANCELLATION

The Vendor reserves the right to cancel the responsibilities outlined in this Contract with a written notice to BSA Troop 228 prior to 10 days before the event. Upon such notice of cancellation, BSA Troop 228 shall confirm cancellation and no expectation of refund of any or all amounts are due to the Vendor as the event is non-refundable.

#### 4. TERM

This Contract shall start on the date of registration and shall continue until the termination or completion the Event, which is [EVENT DATE]. The Contract shall be terminated upon the completion of the Event or upon an express cancellation with prior written notice by either Parties.

#### 5. TERMINATION

This Contract may be terminated by either Party as Follows

- a. Upon 5 days prior written notice to the other Party, with or without cause.
- b. Upon the breach of any terms mentioned the Contract
- c. If the Vendor fails to make required amount of payment as per mentioned schedule

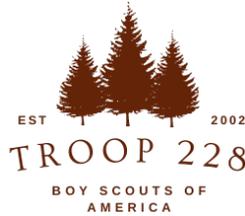
#### 6. LIMITATION OF LIABILITY

In consideration of the modest fee to allow my participation in the Jeeps and Crafts with Santa event as a vendor/or jeep entry, the party undersigned, and all members of the undersigned's party or group, including but not limited to any minor children, hereby release BSA Troop 228, the business owners and businesses of Flowery Branch, Georgia, the City of Flowery Branch, Georgia, and their employees and agents, and agree to hold them harmless from any and all CLAIMS of whatever nature, irrespective of how arising, and however caused, including but not limited to the negligence of the City of Flowery Branch, Georgia, and its agents, or employees, or both (but excluding willful or wanton negligence by the City of Flowery Branch, Georgia, and its agents, employees, or both) in connection with my participation in the Jeeps and Crafts with Santa event by the undersigned.

#### 7. INDEMNIFICATION

The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, employees and permitted successors and assigns against any losses, claims, damages, penalties, liabilities, punitive damages, expenses, reasonable legal fees of whatsoever kind or amount, which result from the negligence of or breach of this Contract by the indemnifying party, its respective affiliate or successors and any assign that occurs in connection with this contract. This Section remains in full force and effect after the termination of the Contract.

#### 8. RELATIONSHIP OF PARTIES



Neither Party in the execution of this Contract shall establish any partnership, joint venture, or employment relationship; nor furthermore, BSA Troop 228 is an independent contractor.

The Parties hereby declare that there shall be no other relationship between them, besides the one defined in this Contract until the completion or termination of this Contract.

#### 9. ARBITRATION

In the event of any dispute arising in and out of the Contract between the Parties, it shall be resolved by Arbitration. There shall be 3 arbitrators which shall be appointed by BSA Troop 228. The place of Arbitration shall be determined at the time of Arbitration and Seat shall be Georgia. The Arbitrators' decision shall be final and will be binding upon both Parties.

#### 10. Force Majeure

If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders of acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act of omission shall be deemed within the reasonable control of the party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

#### 11. ENTIRE CONTRACT

This Contract contains the entire Contract of the parties, and these are no promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

By completion of the registration documentation in connection with your participation in the [Event Name] signifies my agreement and is hereby signed and agree to the terms and conditions outlined in this binding contract.

#### **Vendor Release:**

In consideration of the modest fee to allow my participation in the event as a vendor/or jeep entry, the party undersigned, and all members of the undersigned's party or group, including but not limited to any minor children, hereby release BSA Troop 228, the business owners and businesses of Flowery Branch, Georgia, the City of Flowery Branch, Georgia, and their employees and agents, and agree to hold them harmless from any and all CLAIMS of whatever nature, irrespective of how arising, and however caused, including but not limited to the negligence of the City of Flowery Branch, Georgia, and its agents, or employees, or both (but excluding willful or wanton negligence by the City of Flowery Branch, Georgia, and its agents, employees, or both) in connection with my participation in the Jeeps and Crafts with Santa event by the undersigned.

My submission of registration signifies I have read completely and accept the terms and conditions outlined in this contract.

#### **Refund Policy:**

Refunds will be at the discretion of the event coordinator. A request for a refund must be submitted in writing to BSA Troop 228, 72 hours prior to the event. All requests must be sent to [info@troop-228.com](mailto:info@troop-228.com)

Any request submitted after 72 hours prior to the event will be automatically declined.

This event is Rain or Shine with the exception of natural disasters, hurricanes, tornadoes, fires, floods, straight line winds, and any instance outlined in the Force Majeure portion of the Vendor contract.