

Summer Camp and Activity Fair VENDOR APPLICATION & AGREEMENT

Registration Fee: 10' space - \$20

Food Vendor Registration Fee: \$40

Terms & Conditions

By signing below, Vendor agrees to all terms and conditions along with all rules and regulations governing this event. We reserve the right to decline applications based on existing sponsorships and/or exclusivity rights that may be in place for the event. Space is allocated on a first come, first served basis. Payment is due at the time that your application is submitted online. Refunds must be requested 7 business days before the program starts. There will be a \$15 admin fee deducted from the total. Total refunds will only be given if DRPT cancels the event.

Charles County Government is not responsible for program cancellations due to Charles County Public Schools programming, inclement weather, or unavoidable/extenuating circumstances. Applicant agrees to participate in these programs knowing that safety precautions will be taken, but with the understanding that Charles County Government does not have accident insurance for participants. Applicant hereby authorize the Charles County Government to take photographs and video of me/my child or my property for promotional and/or educational purposes. By signing below, I do hereby authorize the Charles County Government to release the information for promotional purposes. Applicants acknowledge that they have been informed that activities in which members of Applicant's family, group and/or organization participate may be shared through Charles County Government and Charles County Recreation, Parks and Tourism website and social media accounts, including photographs and live streaming videos, and I authorize and provide my consent for family, group and/or organization to being included in any such photographs or live streaming videos. Applicant hereby state that this release is freely, willingly, and voluntarily made.

Providing a service to Charles County Department of Recreation, Parks & Tourism for an agreed upon sum. Vendor agrees to provide the service at their own inherent risk and shall defend, indemnify, save and hold harmless Charles County Government, including its elected officials, officers, agents and employees against all liability, penalties, costs, losses, damages, expenses, fines, causes of action, claims or judgment, including reasonable attorney's fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is any way connected with, the performance of the services under this contract. This agreement shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of the Vendor, vendor's agents, subcontractors, or employees.

Rules & Regulations

1. **No refunds will be given for any reason 5 business days before the event.**
2. Vendors are responsible for protecting your merchandise from inclement weather.
3. Event is limited to 40 total vendor spaces.
4. Event is limited to three (3) food vendors. Food vendors must provide proper licensing, certificate of insurance and be pre-approved by Recreation Staff
5. You may start set-up at 10:00am and your exhibit must be completely installed by 11:30am.
6. All vendors are required to stay for the entire event, 12:00pm to 4:00pm Break-down will commence no sooner than 4:00pm and must be completed by no later than 5:00pm.
7. Vendors are limited to two people per 10' rental space. There will be no access to electricity.

8. Vendors must maintain proper social distancing during the event and follow all established guidelines.
9. Vendors must provide their own tables, and chair. Four (4) tables maximum per space.
10. Rental spaces and event lay out will be marked to help maintain social distancing and to provide one-way direction to assist with participant traffic flow.
11. You must leave your space as you found it. Any vendor violating this rule maybe barred from future events. Please use trash receptacles to clean your area.
12. You are required to have an attendant at your space during all event hours, 12:00am to 4:00pm.
13. You must stay in your assigned space and within the 10' boundaries of the assigned space. All draping material etc. must be flame retardant. There will be no access to electricity.
14. You must not engage in any illegal activity of any kind.
15. Spaces are non-transferable and cannot be resold. You may not sublet your space or any portion of it.
16. No alcoholic beverages and no smoking (including e-cigarettes). This includes at your rental space, any park field, and parking lots during this event.
17. Neither Charles County Department of Recreation, Parks and Tourism or its partnering agencies, employees, and volunteers, are liable for any damage to or destruction of any exhibit, booth, or other vendor space from any cause whatsoever, or for the theft or disappearance from any vendor space of any property contained in or about the exhibit area or for any loss you may sustain.
18. You and your employees and agents are required to take appropriate measures to prevent damage to the property as a result of your participation in the event. You will be liable for any damage caused by you and your employees and agents in connection with your participation in the event, including all costs of cleaning and all repairs to sidewalks, streets, and other property. Property damage by any vendor will result in the exclusion of that vendor from subsequent events.
19. The Charles County Department of Recreation, Parks and Tourism and its partnering agencies assumes no responsibility of any kind for insurance on behalf of any vendor or exhibitor. You are responsible to maintain all required Insurance of whatever nature, including but not limited to, liability insurance and worker's compensation insurance, at your own expense and initiation.
20. By signing the Vendor Application & Agreement, you agreed not to hold Charles County Public Schools, its employees, and volunteers, responsible for any accident or injury incurred during this event. You further agreed to hold Charles County Public Schools employees and volunteers, harmless from and against any and all claims, demands, damages, and actions.

Interpretation of Rules

- The interpretation of all rules and regulations is the sole responsibility of the Charles County Department of Recreation, Parks and Tourism staff shall be final and enforceable.
- Your violation of any of these rules or regulations or of applicable law will result in the forfeiture of your space and your removal from the event. By signing the Vendor Application and Agreement, you are agreeing to abide by the event rules and regulations and to waive any right to recourse or to demand refund or to claim damages on such grounds.