

## ***Charlotte Christmas Village (CCV) Exhibitor/Vendor Rules:***

These rules apply to all exhibitors and vendors applying for participation in Charlotte Christmas Village, except where specifically noted.

- Applicants consent to receiving communications from or on behalf of Charlotte Christmas Village via telephone, email, or at the telephone number(s) and email address(es) indicated on the application.
- Vendors agree to purchase and maintain during the term of this contract with an insurance company acceptable to CCV, and authorized to do business in the state of North Carolina, the following insurance:
  - a) Comprehensive General Liability Bodily injury and property damage liability insurance from claims, which arise from operations related to this contract. The amounts of each insurance shall not be less than \$1,000,000 bodily injury and property damage liability each occurrence/ \$2,000,000 aggregate. This insurance shall include coverage for products/operations and contractual liability assumed under the indemnity provisions of this contract.
  - b) If a food service concessionaire requiring a health permit, each vendor must submit a statement that he/she is a sole proprietor, has no employees and is not required by the State of North Carolina to carry Worker's Compensation Coverage. If the Concessionaire does have employees, the concessionaire shall provide proof of Statutory Workers' Compensation coverage in the form of a certificate of insurance.
  - c) The Concessionaire shall provide certificates of such insurance to the Festival not less than 60 days (September 22) prior to the setup of its area/apparatus, naming Martin Madison LLC (Charlotte Christmas Village), as an Additional Insureds and providing that CCV shall be notified 30 days prior to any cancellation of coverage. Failure to provide such insurance may be grounds for termination of this contract. No refunds shall be granted upon such termination.
- Exhibitor/Vendor is responsible for obtaining applicable permits or licenses required by law and shall abide by all federal, state and local laws and regulations including local taxing authorities.
- Exhibitor/Vendor is responsible for the payment of all taxes, fees and charges required by any legal authority associated with the booth/exhibit/sponsorship during the term hereof.
- Awarded spaces are non-transferable and non-refundable.
- Vendors will decorate the interior of their booth in a Christmas theme.
- All lighting used in décor/merchandising must use LED bulbs.
- All equipment, merchandise, fixtures and signage must remain within your allotted space.
- Vendors must be present during the entire event and must staff their space during operating hours. Exhibitors/Vendors must stay for the duration of the village.
- Exhibitors/Vendors must adhere to the following CCV rules
  - NO Pets (Except Service Animals)
  - NO Tobacco
  - NO Firearms
  - NO Illegal Drugs
- Vendors are responsible for maintaining and leaving their area free of trash.
- As consideration for participation in Charlotte Christmas Village, Sponsors/Exhibitors/Vendors permit Charlotte Christmas Village, Martin Madison, LLC, and its agents, contractors, and any other persons or entities acting on its

behalf, to use (a) logos, images and information submitted with this application and (b) any photographs, videos, recordings and any other record of Charlotte Christmas Village for any legitimate promotional purpose.

- **Signs and Advertising:** Any demonstrations, signs and/or solicitations shall be permitted only in areas designated in Charlotte Christmas Village's sole discretion. Distribution by Exhibitor/Vendor of any printed materials, samples or other articles shall be restricted to the areas designated in CCV's sole discretion and subject to CCV's prior written consent. Exhibitor/Vendor shall not have or operate any display or exhibit, which in the sole discretion of CCV, is the source of objectionable noises, odors, or has materials which are considered by CCV to be objectionable, including without limitation, signs, lights, and the costuming of personnel. Locations may be determined, modified and/or removed by CCV for any reason, including, without limitation, to allow repairs or changes to the Facility and to insure that the Exhibitor/Vendorship and related materials do not interfere with safe operations of the site and/or event.

### **Booth Criteria & Information:**

- All booth assignments are made at the discretion of the organizers.
- The booths should be tastefully decorated in a Christmas motif inside by each vendor. All décor/merchandising lighting must be LED lighting only.
- Please note that booths can only be rented for the entire event period.
- All vendors must be open during the entire event.
- Business may only be conducted inside or directly in front of your space.
- Food sampling must be approved in advance and requested in your initial application.
- Any service, celebrity or mascot appearance, activity and/or demonstration being offered at your booth must be listed on the application. *The CCV reserves the right to ask vendors to remove any unapproved services, appearances, activities and/or demonstrations.*
- Exhibitors/Vendors will dispose of packaging material, trash and refuse regularly, and if applicable, will sort materials into appropriate collection receptacles.