

Route 66 Red Carpet Corridor Festival

Vendor Policies, Regulations, Waiver, and Release

Event Date: May 6, 2023
Event Time: 4:00pm-10:00 pm
Location: 236 E. Front St., Bloomington, IL 61701
Set-Up: 2:00pm-4:00pm
Dismantle: 9:00pm-10:00pm
Registration Deadline: April 14, 2023

Event Overview: The event activities focus on highlighting Route 66 and barbecue. Activities include:

- The ability to sample and purchase barbecue food and products from vendors;
- Live music providing atmosphere and enjoyment for attendees;
- Classic car cruise-in

This event is produced by the Bloomington-Normal Area Convention and Visitors Bureau and is a not-for-profit event.

Eligible Vendors

- For the purpose of this festival, any business or organization that will be occupying booth space for sampling or for sales will be referred to as a “vendor”.
- All vendors should be related to the barbecue industry. Vendor participation is subject to approval by the Festival Committee. To provide product diversity, approval will be based on product type on a first-paid, first served basis.
- Vendor types are as follows:
 - **Restaurant/Caterer/Food Truck Vendor:** Restaurants, caterers and food trucks are invited to become vendors, and will be asked to sell food/drinks and/or provide samples that are barbecue related. Exceptions may be made upon request and at the discretion of the Festival Committee.
 - **Retail Vendors:** Vendors are permitted to sell/provide products that are barbecue related.
- If the vendor providing food is not a licensed caterer with the McLean County Health Department, the vendor will need to complete a separate temporary food permit application linked here:
 - <https://health.mcleancountyil.gov/583/Restaurant-Operators>
- If the vendor providing food is not a licensed food truck with the McLean County Health Department, the vendor will need to fill out the permit linked above and will also need to fill out the permit linked below with the City of Bloomington.
 - <https://cityblm.seamlessdocs.com/f/3cto8rs9n2ud>
- The Festival Committee will determine the eligibility of any company and/or product for inclusion in the festival.

Booth Fees/Payment & Refund Policy

- Restaurants, caterers, food trucks, and retail vendors will pay a \$100 booth fee per 10’x10’ space (food trucks will receive a space to park), which is due in full with application submission, and no later than April 14th of the festival year.
- No space sharing. Each vendor must register their own space to sell their products.
- Cancellation of vendor space is required in writing. Any funds collected for booth fees will be refunded for cancellations if received prior to April 14 of the festival year. However, no refunds will be made for any cancellations received after April 14 of the festival year. If the event must be cancelled for reasons out of the organizer’s control (i.e. weather, government imposed regulations, viruses and pandemics, Act of God, etc.), the event will not be rescheduled, and refunds will not be issued due to previously incurred expenses on the organizer’s behalf, such as advertising, rental fees, etc.
- **Please note:** Registration is NOT completed and you are NOT considered for the event until the Vendor Registration Fee has been paid in full. If you are not approved, your booth fee will be refunded.

Onsite Sales Policies

- Restaurants, caterers, food trucks, and retail vendors, vendors may make retail sales from their booth space. Product sales are encouraged onsite for vendors. Vendors are responsible for their own sales transactions and collecting monies at their respective booths. The event will not be using a ticket system for food/product sales.
- Vendors shall be present at their booths for the entirety of the event, and shall not infringe upon or expand into the space reserved by another vendor. Festival is not responsible for stolen or damaged items if you leave your space without coverage.
- All proceeds from vendor sales will belong to the vendor. All vendors are responsible for complying with all Illinois State Sales Tax Laws concerning the licensing and collection of sales taxes when appropriate. Vendor hereby agrees to pay all applicable state and local sales taxes directly to the proper authority, and shall indemnify and hold harmless the event for payment of state and local taxes related to sales of vendor goods.

Food and Beverage Tasting

- Food vendors: Sampling portions of food will be controlled with the emphasis on quality, not quantity. All food items should be consistent and in controlled portions. Otherwise, food vendors are free to sell/provide products in any size, including sample sizes and/or larger portions resembling a full meal.
- Pre-packaged foods: Products should be packaged in a manner that they are easily served and transported offsite.
- Food vendors should plan accordingly and prepare enough portions for the duration of the event. In the event you run out of samples – you may not dismantle your booth until the event is officially over. Be prepared with menus, coupons or other promotional items that help market your business.

Standard Vendor Equipment

- Each vendor is provided with one 10' x 10' booth space. Vendors will be responsible for setting up their own booth, and ordering or bringing any other display items or equipment that they will need, including table, table cloths, chairs, canopies, signage, food, plates, napkins, cups, utensils, etc.
- Vendors will be assigned a booth location based on the type of products being sold/provided, and to optimize the flow of the patrons. Vendors will be able to unload their vehicles near their space, but all vendor vehicles must be moved to a designated parking area by 3:30pm.
- Electricity access is available at the venue. The use of generators is discouraged. There are no permits needed or restrictions on generators, grills, or deep fryers.

Set-up, Event Hours, Tear-down

- Vendor booth set-up will begin at 2:00pm the afternoon of the event, and must be completed by 4:00pm. All Vendors must check-in no later than 3:30pm on the day of the event.
- Vendors should check-in at the information booth to confirm booth location and receive additional information.
- Booth tear-down can begin at 9:00pm and should be completed by 10:30 pm. **No early tear-down will be permitted.**
- Vendors that need more time for set-up or tear-down should contact the Festival Committee in advance to make arrangements.
- Vendor areas must be staffed throughout the event hours of 4:00pm-9:00pm.
- Vendors are responsible for cleaning up their booth area. All trash must be put in trash receptacles.

Allergens

- We ask all vendors to provide simple signage at your booth to indicate what ingredients are included in your food products (if applicable). This signage will serve as a warning for what potential allergens exist in the products, and also serve as an educational component to the items being sold/served.

Parking

- Once your equipment is unloaded from your vehicle, parking will be available for vendors in the Lincoln Deck (southwest corner of Front Street & East Street, one block from festival). All 800 spaces are available for free on weekends.

Restrooms

- Portable toilets will be available onsite.

Cancellation of Event

- The Festival Committee, Bloomington-Normal Area Convention and Visitors Bureau, City of Bloomington, NTL Productions, Jazz Upfront festival sponsors, their employees or agents shall not have any liability or obligation to the vendor for cancellation or deferral of the festival. In the event that the premises in which the festival is to be held are destroyed or damaged by fire, weather, or any other cause, so the festival cannot be held, the vendor shall have no cause of action or claim for damages or compensation against the the Festival, and in such an event, this agreement shall be terminated.

Liability

- The Festival Committee, Bloomington-Normal Area Convention and Visitors Bureau, City of Bloomington, NTL Productions, Jazz Upfront, festival sponsors, their employees or agents shall not in any manner or for any cause be liable or responsible to any vendor or any other person for any injury or damage to any person, business or property in any way related to or arising in connection with the festival; and any and all claims for such injuries or damages are hereby waived and each vendor agrees to indemnify and hold harmless the Festival Committee, Bloomington-Normal Area Convention and Visitors Bureau, City of Bloomington, NTL Productions, Jazz Upfront, festival sponsors and its directors, officers, employees and agents (the "Indemnified Parties") against any and all claims, liabilities, losses and expenses, including reasonable attorney's fees, imposed on, incurred by or asserted against the indemnified parties caused by any act or omission of that vendor, or occurring within the space leased by that vendor or arising in connection with the activities conducted by that vendor in connection with the festival.
- The vendor acknowledges that the Festival Committee, Bloomington-Normal Area Convention and Visitors Bureau, City of Bloomington, NTL Productions, Jazz Upfront, and festival sponsors do not maintain insurance covering the vendor's property and that it is the sole responsibility of the vendor to obtain business interruption and property damage insurance covering such losses by the vendor.

Amendment of Rules/Other

- Vendors violating any Festival policies will be prohibited from participation in future events.
- All matters and questions not specifically covered by these policies are subject to the decision of the Festival Committee, whose decisions will be final.

Waiver and Release

In consideration of being permitted to participate at the Red Carpet Corridor Festival (hereinafter referred to as the "Event"), the vendor, for himself or herself, his or her spouse, legal representatives, heirs and assigns, (herein collectively referred to as "Releasor") hereby releases, waives, and discharges in advance, the Festival Committee, Bloomington-Normal Area Convention and Visitors Bureau, City of Bloomington, NTL Productions, Jazz Upfront, festival sponsors, and their respective officers, agents, servants, employees, volunteers, guests, business invitees, promoter, sponsors, landlord and advertisers (herein collectively referred to as "Releasees"), from all liability to releasor, for any and all loss or damage, and any claim or damage resulting from and/or on account of injury to Releasor's person or property, even injury resulting in death of the releasor, whether caused by the negligence of Releasees or otherwise while the Releasor is participating in or being a part of the Event being conducted by Releasees. In the event of a medical emergency occurring during the Event, the Releasor hereby authorizes all necessary measures in the medical treatment of Releasor.

This Waiver and Release specifically embraces each occurrence and action authorized or promoted by said Releasees during the entire Event and applies to each and every occurrence or activity hereinabove mentioned, and has the same effect as if executed after each and every activity and occurrence in which the Releasor participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every occurrence and activity hereinabove described.

I understand that by participating in the Event, the name, photograph or other image, and other information relating to the releasor may be used for publicity purposes. Publicity purposes may be in the form of brochures, postings on the Event web site or social media, videos, displays, radio programs, newspaper releases or articles, or other forms of media.

FULL DISCLOSURE, INFORMED CONSENT TO PARTICIPATE AND LIABILITY RELEASE:

I understand that the RELEASOR is not being placed under the care or supervision of Festival Committee, Bloomington-Normal Area Convention and Visitors Bureau, City of Bloomington, NTL Productions, Jazz Upfront, festival sponsors, or its employees. All Releasors during the Event are required to abide by all Festival policies and regulations. Failure to do so will result in the Releasor being removed from the event/premises and will not be allowed to participate in any future Events. Releasor also assumes all responsibility and liability for any property that is lost, stolen or damaged, and/or for any injury, accidental or intentional, while at the event and its surrounding areas.

RELEASOR FULLY RECOGNIZES THAT IF THE RELEASOR IS INJURED OR THEIR PROPERTY IS DAMAGED OR STOLEN WHILE PARTICIPATING IN OR BEING A PART OF ANY EVENT CONDUCTED BY RELEASEES, RELEASOR WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUITE AGAINST THE RELEASEES EVEN IF THEY OR ANY OF THEM CAUSE THE INJURY OR DAMAGE.