



Frisco Freedom Fest 2018

Sponsor or Vendor Rules and Regulations Indemnification Agreement

- Frisco Freedom Fest (Event) is a family-friendly event, and Sponsors/Vendors must agree to and meet the high standards that are hereby outlined.
- Sponsor/vendor payment is due no less than 2 weeks prior to event. No refunds will be given if payment is received after this time.
- Set up may begin at 10 a.m. on the Event day, July 4, 2018 and **must be completed by 3 p.m.** on Event day. Teardown may begin when fireworks finish (at approximately 10:30 p.m.) on Event day. Due to pedestrian traffic, vehicles will not be allowed into the festival area until Frisco Police Department has deemed the area clear.
- All booths are **required** to be open during the hours of 4:00 p.m. – 10:30 p.m., July 4, 2018.
- Vendor meeting will be held Friday, June 22, 2018 at 2:00 p.m. in City Council Chambers. Festival information, vendor badges and site maps will be distributed at that time.
- All property of Sponsor/Vendor must be removed from Event grounds before July 5, 2018, at 8:00 a.m. There will be no security for items left overnight. Any property remaining on the Event grounds after July 5, 2018 at 8:00 a.m. may be removed and disposed of by the city, at Sponsor's expense, in any manner deemed appropriate by the city. Sponsor releases the City of Frisco for any damages, loss or otherwise resulting from Frisco's removal and/or disposal of property in accordance with this paragraph.
- Vendors will be responsible for damages to booth structures, set-up and furnishings (including, but not limited to, tables, chairs, extension cords, extension cord covers, signage, lighting, etc.).
- All vendors must keep merchandise inside their rented booth area, unless otherwise approved by Event officials.
- The use of spray paint or any type of permanent product on sidewalks or streets is strictly prohibited.
- No exclusive rights for sales of any item will be guaranteed.
- Vendors are solely responsible for having cash on hand to make change.
- Exhibitors and Sponsors are solely responsible for the security of their booths and the contents therein.
- The possession and selling and/or offer to sell of weapons or fireworks are prohibited on Event grounds. If caught with weapons and/or fireworks, your booth will be closed immediately.
- The following items, among others, will not be allowed for sale and/or giveaway during festival hours: food or beverage of any kind that has not been pre-approved by Event officials and the City of Frisco health division; alcohol or alcohol related paraphernalia, tobacco and tobacco related paraphernalia, all things resembling drug paraphernalia or with drug emblems, and all things pertaining to inappropriate language or nudity.
- No pets are allowed on Event grounds at any time.
- Sponsors are required to clean up their space prior to vacating the premises. Booth space shall be returned to the condition it was in prior to Vendor/Sponsor's use of same.
- Approved Sponsors/Vendors are responsible for the space provided and may not sublease or sublet the space to other parties unless approved by Event officials.



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- Should the Event be postponed or cancelled for any Act of God, public safety, welfare or for any reason whatsoever, Sponsor/Vendor hereby releases and forever discharges the City of Frisco, its officers, council members, employees, representatives, agents and volunteers from any and all liability and claims for damages and/or loss which result from such postponement or cancellation. No funds will be returned unless deemed suitable by Event officials.
- Sponsor/Vendor agrees that its employees involved with Event shall not smoke or drink beer, wine or any other alcoholic beverage while performing their duties under this Agreement. **Alcoholic beverages may not be brought into any part of the Event area including, without limitation, the Sponsor booth.**
- Participants will be asked to leave immediately if not in compliance with Event rules and regulations.

SPONSOR/VENDOR SHALL INDEMNIFY THE CITY OF FRISCO AND TOYOTA STADIUM, THEIR RESPECTIVE OFFICERS, COUNCIL MEMBERS, VOLUNTEERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS AGAINST, AND HOLD THE CITY OF FRISCO AND TOYOTA STADIUM, THEIR RESPECTIVE OFFICERS, COUNCIL MEMBERS, VOLUNTEERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS HARMLESS FROM, ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITY, LAWSUITS, JUDGMENTS, DAMAGES, INJURIES (INCLUDING DEATH), COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, FOR INJURY TO PERSON OR PROPERTY OR DEATH OF ANY PERSON RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ANY ACT PERFORMED OR OMISSION IN THE PERFORMANCE OF THIS AGREEMENT BY SPONSOR, ITS AGENTS, OFFICERS, REPRESENTATIVES, VOLUNTEERS AND EMPLOYEES. THIS INDEMNITY IS INTENDED TO PROTECT THE CITY OF FRISCO AND TOYOTA STADIUM, AND THEIR RESPECTIVE OFFICERS, COUNCIL MEMBERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, VOLUNTEERS AND AGENTS, FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SPONSOR/VENDOR, ITS OFFICERS, DIRECTORS, REPRESENTATIVES, VOLUNTEERS, AGENTS AND EMPLOYEES DO HEREBY WAIVE ANY AND ALL CLAIMS FOR DAMAGE, INJURY OR LOSS TO ANY PERSON OR PROPERTY, INCLUDING THE DEATH OF ANY PERSON, THAT MAY BE CAUSED, IN WHOLE OR IN PART, BY THE ACT OR FAILURE TO ACT OF TOYOTA STADIUM AND/OR THE CITY OF FRISCO, THEIR RESPECTIVE COUNCIL MEMBERS, OFFICERS, AGENTS, DIRECTORS, REPRESENTATIVES, VOLUNTEERS AND/OR EMPLOYEES. SPONSOR, ITS OFFICERS, DIRECTORS, REPRESENTATIVES, VOLUNTEERS, AGENTS AND EMPLOYEES ASSUME THE RISK OF ALL CONDITIONS, WHETHER DANGEROUS OR OTHERWISE, IN AND ABOUT THE PREMISES OF FRISCO, AND WAIVE ANY AND ALL SPECIFIC NOTICE OF THE EXISTENCE OF ANY DEFECTIVE OR DANGEROUS CONDITION IN OR ABOUT THE SAID PREMISES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SPONSOR/VENDOR HEREBY RELEASES THE CITY OF FRISCO AND TOYOTA STADIUM, THEIR RESPECTIVE COUNCIL MEMBERS, OFFICERS, AGENTS, DIRECTORS, REPRESENTATIVES, VOLUNTEERS AND EMPLOYEES FROM ANY ACTIONS FOR ANY LOSS DAMAGE SUSTAINED BY REASON OF ANY DEFECT OF ANY PART OF THE WATER SUPPLY SYSTEM, THE SEWAGE AND DRAINAGE SYSTEM, THE GAS SYSTEM, ELECTRICAL APPARATUS AND/OR WIRING ON THE EVENT SITE AND/OR BOOTH(S) AND/OR ANY OTHER PREMISES OR BAND STAND, AND FOR ANY LOSS OR DAMAGE RESULTING FROM FIRE, THEFT, WATER, TORNADO, RAIN, SNOW, STRIKES, CIVIL COMMOTION RIOT, OR OTHERWISE CAUSED BY THE NEGLIGENCE AND/OR GROSS NEGLIGENCE OF THE CITY OF FRISCO AND/OR TOYOTA, THEIR RESPECTIVE COUNCIL MEMBERS, OFFICERS, AGENTS, DIRECTORS, REPRESENTATIVES, VOLUNTEERS AND/OR EMPLOYEES.



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Failure by Sponsor/Vendor to comply with any of this "Sponsor/Vendor Rules and Regulations and Indemnification Agreement" shall be sufficient cause for termination of this Agreement by the City of Frisco. In the event of termination, Sponsor/Vendor shall immediately vacate Event property removing all equipment, materials, supplies and any other property of Sponsor/Vendor; in addition, the City shall have other rights and remedies available at law or in equity, which rights and remedies shall be cumulative. Sponsor acknowledges that this Agreement is not a lease but only a revocable license to operate the activity described herein.

This Agreement may be subject to any and all reasonable rules and regulations imposed by the City of Frisco. This Agreement shall be interpreted by Texas law and is performable for all purposes in Collin County, Texas.

The officer or agent of the Sponsor/Vendor signing this Agreement acknowledges they are the properly authorized official and have the necessary authority to execute this Agreement.

Entity to occupy booth

Main Telephone Number

Representative Name

Representative Title

Representative Signature

Date of Signature

This instrument was acknowledged before me on the ____ day of _____, 2018, by _____ on behalf of _____.

Notary Public in and for the State of Texas

My Commission Expires:

This application is conditionally accepted subject to Sponsor's compliance with all of the requirements contained in the 2018 Frisco Freedom Fest Sponsor/Vendor Rules and Regulations and Sponsor/Vendor Indemnification Agreement.

Accepted by:

City of Frisco Representative

Date



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