

2023 Troutarama Vendor Rules & Regulations

July 19 – July 22, 2023



Vendor Organizer: Jamie Russell

Phone: [\(231\) 745-4500](tel:2317454500)

Email: myfabricpeddler@gmail.com

THESE RULES AND REGULATIONS ARE PART OF THE VENDOR CONTRACT AND FAILURE TO ABIDE BY THESE RULES MAY RESULT IN THE REMOVAL OF A VENDOR FROM TROUTARAMA, AND/OR RESULT IN DENIAL OF FUTURE SPACE. REFUNDS WILL NOT BE GIVEN IF A VENDOR IS REMOVED FROM TROUTARAMA FOR ANY REASON.

APPLICATION DEADLINE

1. Vendors are required to return a signed application no later than July 1st, 2023, at 5:00 PM EST. Applications postmarked after this date will only be considered if space is still available.
2. **Any application postmarked after July 1st, 2023, at 5:00 PM will be subject to a \$50 late fee if accepted.**
3. Payment is due at the time of application. Make checks or money orders payable to Baldwin Troutarama. To ensure your payment is accounted for, please list your vendor's name on the payment memo line.

GENERAL RULES

1. All parties shall comply with the laws and pertinent rules of the State of Michigan, Lake County, and the Village of Baldwin. Such laws, ordinances, rules, and regulations are expressly made a part of this agreement.
2. Baldwin Troutarama reserves the right to select from applications submitted in an effort to obtain a diversity of products and services for patrons.
3. Baldwin Troutarama does not grant exclusive rights to any vendor for any type of product or service.
4. Vendor spaces are assigned by Baldwin Troutarama and may not be requested.
5. Vendors must provide their own tables, chairs, extension cords, ladders, and any other equipment needed for their booth. Electricity is not guaranteed. Please plan accordingly.
6. Vendors are not allowed to actively solicit donations for private or non-profit organizations during Baldwin Troutarama.
7. Vendor spaces are non-transferable. Vendors shall not assign, sublease, or apportion the whole or any part of the assigned space unless first obtaining written permission from Baldwin Troutarama.
8. Vendor spaces are to maintain a clean, attractive appearance at all times.
9. All equipment, hitches, and products must fit completely within your designated space. If during the event you are exceeding your designated space, you may be required to pay an additional fee, or you will be required to leave the premises.
10. Vendor pricing shall be large enough for proper visibility and displayed for proper viewing.
11. Vendors may not conduct schemes or games of chance. "Scheme of chance" means a lottery, numbers game, pool, raffle, or other scheme in which a participant gives valuable consideration for a chance to win a prize.
12. Vendors may advertise, display, and distribute information from within their designated space only. Verbal and visual advertising, solicitation, and distributed materials must be in good taste, must be neutral or positive, and may not be defamatory, derogatory, promiscuous, pornographic, obscene, profane, vulgar, or dangerous. Baldwin Troutarama reserves the right to decide what material might be offensive. Vendors may promote their own products or activities but may not discredit others.
13. Unbecoming conduct, which includes but is not limited to the use of profane, obscene, and/or abusive or threatening language by the vendor or its associates, may be grounds for termination of the vendor and eviction from Baldwin Troutarama.
14. Smoking is not permitted at Baldwin Troutarama.
15. Consumption and/or sale of any controlled substance(s) is not permitted at Baldwin Troutarama.
16. The sale of alcoholic beverages is not permitted at Baldwin Troutarama.
17. Consumption of alcoholic beverages is not permitted at Baldwin Troutarama, other than in pre-designated spaces for those of legal drinking age.
18. Animals are not allowed at Baldwin Troutarama, with the exception of service animals.
19. All trash must be taken off the premises by the vendor and properly disposed of. No dumpsters are available on site.
20. All personal property and merchandise taken to Baldwin Troutarama is done so at the vendor's own risk. Baldwin Troutarama is not responsible for any loss due to damage from fire, windstorm, theft, or from any other cause whatsoever.
21. Radios, speakers, amplifiers, and/or other sound devices are not allowed.

SAFETY REGULATIONS

1. All fire lanes and fire hydrants shall be maintained free of obstructions.
2. All food vendors must meet state and local health codes.

2023 Troutarama Vendor Rules & Regulations

July 19th – July 22nd, 2023



SAFETY REGULATION CONTINUED

3. All food vendors must have a fire extinguisher in their designated space. Fire extinguishers must be kept visible and accessible at all times.
4. Any electrical extension cord in use must be used in a safe way so as not to create a tripping hazard for vendors or patrons.

VENDOR SET UP & TEAR DOWN - DATES & TIMES OF OPERATION

1. Prior to setup, all vendors must report to Jamie Russell at The Fabric Peddler (815 Michigan Ave, Baldwin, MI 49304). No vendor may begin setting up until payment is made in full.
2. Once approved, vendors may begin setting up at their assigned booth on Wednesday, July 19th, 2023, at 12:00 PM.
3. Vendor booths are required to be in operation for the duration of the event. Any vendors that leave prior to the closing date of July 22nd, 2023, may result in the denial of future space.
4. All materials, equipment, or units belonging to vendors must be removed from the premises by Sunday, July 23rd, 2023, at 12:00 PM. Any items not removed by then will be considered abandoned and become the property of Baldwin Troutarama, who shall dispose of items in any manner deemed necessary.
5. If the vendor leaves trash or fails to properly dispose of trash it will result in the denial of future space.

CANCELLATIONS AND REFUNDS

1. Baldwin Troutarama is a rain-or-shine event. Refunds will not be given for inclement weather. Be prepared for rain with adequate coverage and items to weigh down your booth in case of wind.
2. If you are admitted to the Baldwin Troutarama and are not present, you may forfeit your eligibility for future Baldwin Troutarama events. No refunds will be given if you are unable to attend.
3. Refunds will not be given to those who fail any Fire Department or Health inspections on site, or to those in violation of the rules who are asked not to operate.
4. Refunds will only be granted if the Baldwin Troutarama festival is canceled in its entirety.

HOLD HARMLESS / INDEMNIFICATION

Vendors and vendor operators shall be solely responsible for any and all injuries to persons or damages of property or any other injury, claim, damage, or loss of whatever nature, arising directly or indirectly as a vendor/operator from the Baldwin Troutarama Festival. Vendors and vendor operators shall indemnify, save, and hold harmless, Baldwin Troutarama, Inc., and its employees, agents, and volunteers from and against all liability, loss, damages, claims, costs, and expenses (including attorney fees) arising out of injury to person or damages to property or any other injury, claim, damage, loss, cost, or expense arising from the Baldwin Troutarama Festival.

INSURANCE

Each vendor shall obtain and keep in force until completion of the Baldwin Troutarama Festival including set up and tear down, a commercial general liability insurance contract with liability limits equal to or greater than \$1,000,000 each occurrence. The Vendor shall provide a certificate of insurance to Baldwin Troutarama, Inc. evidencing such coverage within ten days of the signed contract. The vendor shall name Baldwin Troutarama, Inc. as an Additional Insured.

PAYMENT INFORMATION

Make checks and money orders payable to Baldwin Troutarama. Please list your vendor's name on the memo line.

Mailing Address

Baldwin Troutarama
P.O. Box 369
Baldwin, MI 49304