

2022 Festival of Flowers 29th Anniversary Vendor Information

Dates: Thursday, March 24th through Sunday, March 27th, 2022

Times: 9:00am–5:00pm Thursday, Friday and Saturday
11:00am–5:00pm Sunday

Location: Ascension Providence Hospital Campus in Mobile, Alabama

Tickets: \$14 at the gate; \$12 in advance (Deadline March 21st); \$13 at gate for seniors; children under 12 free

Theme: Zen Gardens

- ▶ Largest outdoor Flower Show in the Southeast
- ▶ Proceeds from the event will be used to purchase advanced technical equipment to benefit the healthcare delivery of Providence Hospital
- ▶ Garden Market - Over 45 vendors!
- ▶ Convenient local hotels and restaurants
- ▶ Attracts over 17,000 attendees
- ▶ Tour buses from Louisiana, Georgia, Mississippi, Florida, Tennessee, Iowa and Illinois
- ▶ Held on an eight-acre campus on the hospital grounds
- ▶ Promotes gardening and preservation of our natural resources and beautification of our environment
- ▶ Beautifully landscaped gardens by regional landscape architects and garden designers
- ▶ Art In The Garden- featured local artist
- ▶ World of Flowers: exhibit features blossoms from around the globe
- ▶ Designscapes
- ▶ Exhibits by floral and horticultural societies
- ▶ Garden Café
- ▶ Children's activities

2022 VENDOR CONTRACT

BUSINESS NAME (to be listed in Festival Program)			
ADDRESS			
CITY	STATE	ZIP	PHONE()
E-MAIL ADDRESS			
CONTACT PERSON AND CELL #:			

Product Line Description: _____

Website or Social Media: _____

Names for the Vendor Badges: (please print)

1. _____ 3. _____

2. _____ 4. _____

If accepted, we agree to abide by Show rules and regulations, which are attached and incorporated by reference as Exhibit A.

We agree to send a \$100.00 deposit for booth space with this contract due upon receipt, but no later than December 31, 2021. Vendor requests are presented to the Vendor Committee for approval. If booth space is available and you are accepted, the balance for your booth space and the amount for your rentals (minus the \$100.00 deposit) are due by January 31, 2022. **We will not guarantee your spot until your balance is paid in full. If not accepted, your \$100 deposit will be refunded.**

Signature _____ Date _____

OFFICE USE:

Deposit Paid: _____	Date Received: _____
Balance Paid In Full + Rentals: _____	Date Received: _____

2022 BOOTH FEES – PLEASE CHECK ONE

All spaces are outside under tents. Must use Festival of Flowers tent.

Make payment by credit cards (251)266-2050 or checks payable to:

**Providence Foundation
P.O. Box 850429
Mobile, AL 36685**

BOOTH SIZE	QUANTITY	COST
10 X 10 Inside Tent Row		\$475.00
20 x 10 Inside Tent Row		\$735.00
20 x 10 End Cap		\$975.00
10 x 10 Freestanding		\$630.00
20 x 10 Freestanding		\$1050.00
20 x 20 Freestanding		\$1300.00

*** Tent size is based on the exterior of tent.

Freestanding Tents – Do you require sidewalls/backwalls? _____

Each vendor is provided:

- * Tent
- * 2 chairs
- * 4 Badges for workers
- (Additional badges may be purchased for \$10)
- * Sign
- * 1 Electrical outlet
- * 1 Parking pass

Extra rentals are available for the following fees:

<u>ITEM</u>	<u>COST (EACH)</u>	<u>QUANTITY</u>	<u>TOTAL DUE</u>
Table (6 foot)	\$12.00		
Table (8 foot)	\$12.00		
Tablecloth	\$25.00		
Add'l Electrical outlet	\$40.00		
Add'l Badges (over 4)	\$10.00		
TOTAL DUE			

**This form must be returned with your original contract and booth fee
by December 31, 2021.**

If not requested in advance, we cannot be responsible for securing your rentals.

2022 Festival of Flowers Terms and Conditions

If accepted, we agree to abide by Show rules and regulations, which are attached and incorporated by reference as Exhibit A.

Print Name: _____

Date: _____

Signature: _____

EXHIBIT A - TERMS AND CONDITIONS

1. CONTRACT

The application, properly executed by applicant (exhibitor), shall, upon written acceptance by the Providence Foundation (the "PF"), constitute a valid and binding contract.

2. ASSIGNMENT OF SPACE

Booth assignments are based on a **time of payment basic**, availability, landscape architect design, as well as those selling food products to avoid placement of direct sun. The assignment of booths is final. After assignment, space location may not be changed, transferred or canceled except upon written request and with the subsequent written approval of the PF. **Space assignments may be revoked or changed by the PF at any time the minimum payment schedule is not met.**

3. SUBLETTING

Subletting or licensing of space by the exhibitor or use of the space not authorized by the PF, is prohibited. No exhibitor shall exhibit or permit to be exhibited in the space allotted to him any merchandise other than that specified in the application.

4. EXHIBIT REQUIREMENTS

All booth arrangements shall conform in all respects to the dimensional and height requirements as specified by show management. **Note: The booth space dimensions are from exterior tent pole to exterior tent pole.** Exhibitors may not erect or maintain a back wall higher than 8 feet. No booth may obstruct the general view or access to surrounding displays, aisles or public space within the exhibit facilities. **Exhibits must remain intact until the scheduled hour of conclusion of the show**, as such time is established by show management. **All trash must be placed in receptacles provided by (PF) before they leave the premises on the last day of the show.**

5. PAYMENT REQUIREMENTS AND CANCELLATION POLICIES

A \$100 deposit is required with this application, due upon receipt, but no later than **December 31, 2021**. The balance is due no later than **January 31, 2022**. Make payment by credit card or checks payable to, Providence Foundation, P.O. Box 850429, Mobile, AL 36685. In the event of a cancellation by an exhibitor, it is understood that the PF reserves the right to reassign canceled booths without any obligations or refunds to the exhibitor. **Exhibit space not claimed by 7:00 a.m. on the opening day of the show reverts back to**

the PF to be utilized at the discretion of show management. Exhibitors shall observe and abide by such additional rules or regulations that may be adopted by the PF which shall be made a part hereof as though fully incorporated herein. **The PF reserves the right to move or remove an exhibit for the good and welfare of the show.** Payments under this paragraph are non-refundable.

6. LIABILITIES

Neither the PF nor any of its officers, agents, employees and other representatives, shall be held accountable or liable for, and the same are hereby released from accountability or liability for, any damage, loss, harm or injury to the person or any property of the exhibitor or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident, wind, earthquake, or any other cause. The PF agrees to provide a security guard during the time of the Festival of Flowers; however, the PF shall have no responsibility or liability of any kind for any loss or damage to exhibitors, or to its property or merchandise. All expenses of any kind in connection with transporting, packaging, unpacking, and insuring of the exhibitor's property or merchandise shall be borne entirely by the exhibitor. The exhibitor must be responsible for packing/unpacking merchandise upon move in and move out. The exhibitor hereby agrees to indemnify, defend, protect and hold harmless the PF against any and all claims demand, suits, liability, damages, loss including any and all costs, attorney fees, and expenses incurred by the PF, of whatever kind or nature which arises or might arise out of any action or failure to act of the applicant or any of its officers, agents, employees, invitees, or other representatives.

7. SIGNS AND ADVERTISING

No demonstrations or solicitations shall be permitted outside of the exhibitor's assigned space, and no signs or placards may be displayed on persons or otherwise outside exhibit space. Distribution by the exhibitors of any printed matter, samples or other articles shall be restricted to within the confines of the exhibitor's booth. Exhibitors shall not have or operate any display or exhibit, which, in the sole discretion of the PF, is the source of objectionable noises or odors or has decorations or other aspects which are considered by the PF objectionable, including signs, lights and the costuming of exhibit personnel.

8. COMPLIANCE

The exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, state and federal governing bodies concerning fire, safety and health, together with the rules and regulations of the operators and/or owners of the property wherein the show is held; this includes local fire authority compliance with respect to vendor vehicles parked during show hours.

9. BADGES/PARKING PASS

All exhibitors will receive four vendor badges when they register upon arrival. Additional vendor badges will be available for purchase at the cost of \$10 each. All exhibitors, officers, agents, employees or other representatives shall wear the vendor badge while on the Show Grounds. One parking pass will be given to each vendor to unload/load. **Please move your vehicle to the parking area prior to the show starting with parking pass visible.**

10. SALES TAX

Exhibitor agrees to collect any sales tax due on sales of its merchandise and to comply with all requirements of the Alabama State Department of Revenue, and all requirements of the City and County of Mobile, Alabama concerning the sale of merchandise in Alabama. Exhibitor further agrees to comply with all other laws and regulations governing its activities. Exhibitor hereby agrees to indemnify and hold the PF harmless with respect to any and all liability for sales taxes or other licenses and fees arising out of exhibitor's conduct at the Festival of Flowers and from any other liability arising out of exhibitor's failure to comply with any other law or regulation.

11. FINAL DAY OF SHOW

Exhibitors are required to keep their booth intact until 5:00 p.m. on Sunday. You may not begin packing up your booth or bringing vehicles into the merchandise area until after 5:00 p.m. You are also expected to remove everything, including trash and debris from your booth as you vacate. Violations of

either of these requirements could result in your not being allowed to participate as a vendor in the next year's show.