



Sadieville in September
Sadieville, Kentucky
September 26, 2020
P.O. Box 129, Sadieville, KY 40370

2020 Sadieville in September Acceptance Agreement

ONCE ACCEPTED BY THE FESTIVAL AND AS AN EXPRESS CONDITION OF PARTICIPATION IN THE FESTIVAL, APPLICANT HEREBY AGREES:

- A. To store products and merchandise at my own risk without exceptions or limitations.
- B. To supply tent(s), trailer, tables, chairs, extension cords and any other equipment necessary to participate as a Vendor at the Festival. If using a generator, it must be whisper watt.
- C. To comply with all representations of this application, rules and regulations, policies and procedures, and all the conditions and deadlines set forth in the informational packet, which are hereby incorporated into this Agreement by reference. Applicant further acknowledges and agrees that if Applicant or its agents fail to comply with or satisfy any of the terms or conditions of this Agreement, including the incorporated materials, Organizers shall have the right to terminate Applicant's participation as a Vendor at the Festival and order its booth closed and shut down. In this case all entry fees would be forfeited.
- D. To properly dispose of all trash and waste within the containers made available by the Festival and to remove all equipment in a timely manner at the conclusion of the Festival. Applicant agrees to pay for any expenses incurred as a result of not fully co-operating with the Organizers.
- E. Should an act of God/terrorism/Mother Nature/or Community disaster occur, only the Organizers, in consultation with City of Sadieville officials including, but not limited to, the Police Department, Fire Department, Public Works, and Emergency Management make all decisions regarding the Festival based on safety first. The City of Sadieville cannot accept the risk of disaster for everyone. Weather conditions suitable for the Festival include rain or shine. If weather conditions are severe enough for cancellation, decisions will be made and communicated to participants by City Officials and the Organizers ONLY. Each participant and vendor must

accept the risk of loss of his or her entry fee in the event that the Organizers for any reason cancel the Festival. There will be NO REFUNDS in the event that the Festival is cancelled due to incidents beyond the control of the Organizers such as outlined above.

G. The undersigned has read, understands and will comply with all rules and regulations as outlined in the Agreement, including the materials incorporated herein by reference.

Assumption of Risk, Release of Liability and Indemnification Form – 2019

In consideration of being permitted to take part in the Sadieville in September Festival, Applicant does hereby voluntarily assume all risks associated with participation in the Sadieville in September Festival and related activities, whether known, unknown, or reasonably foreseeable, including the risk of injury, illness, damage, loss, death, and economic harm. Applicant also does hereby release, covenant not to sue, and forever discharge the City of Sadieville and its officers and agents, and all sponsoring organizations and their directors, employees, sponsors, agents and volunteers (the “Released Parties”), from any and all claims, liabilities, losses, damages, expenses, accidents and occurrences (including attorney fees) arising out of, or in connection with the performance of the Sadieville Festival Participation Agreement, activities associated with the Festival or arising out of Applicant(s) participation in the Sadieville in September Festival. Applicant does further agree to indemnify, defend, and hold each of the Released Parties harmless from and against any and all such claims, liabilities, losses, damages, expenses, accidents and occurrence.

Applicant's Signature:

Date: