

**MADISON STREET FESTIVAL PARTICIPATION AGREEMENT
WAIVER, INDEMNIFICATION, AND RELEASE OF LIABILITY**

This Agreement is made and entered into on the _____, by and between the undersigned Participant and Madison Street Festival, Inc., an Alabama nonprofit corporation.

Definitions:

MSF - The Madison Street Festival Inc. (“MSF”) is a community nonprofit organization and the exclusive owner and operator of the Madison Street Festival (“Festival”), an annual event held in Madison, Alabama.

Festival - The annual Madison Street Festival event is held in Downtown Madison, Alabama on the first Saturday in October.

1. **Authority.** Participant acknowledges that he/she is fully authorized to enter into this Agreement on behalf of the person/ business/organization named in this application.

2. **Effective Date.** This Agreement shall become binding and effective upon the date this is signed and returned as instructed in your email.

3. **Agreement Term.** This Agreement shall be in effect from the Effective Date as defined in Section 2, through October 5, 2024, at 6 p.m. CT.

4. **Communication.** Communication between participants and the MSF will be via email and/or phone. If a participant does not have an email, he/she may check the MSF website for Festival updates and other information or contact the area chairperson.

5. **Participant Restrictions.** All participant exhibits must be fully contained within the confines of the MSF-assigned booth space. Exhibits that exceed the dimensions of the booth spaces will be denied entry and/or removed from the festival. Participant exhibits, demonstrations, or other activities shall not interfere with other participants. Participants shall not operate visual or sound systems in any manner that disturbs or interferes with other participants. Participants may not block any access or travel way in the festival area, or the access or travel way of other participants. Participants shall not roam the festival area or parking areas to sell products or promote his/her business. Participants shall not place signs in the festival area or parking areas to promote his/her business. Signs and other advertisements are limited to the confines of the participants’ assigned booth space.

6. Assignments or Subletting Booth Spaces. Participants may not assign, sublet, or share all or any part of his/her assigned booth space with any other person/business/organization or third party.

7. Friday Booth Set-Up. The participants will be contacted by an MSF committee member with instructions for setup the day prior to the event. Should the participant set up on the festival day, please see #8.

8. Festival Day. Set-up for all participants begins at 6:00 a.m. For each assigned booth space, no more than two (2) vehicles will be allowed to enter the festival area for set-up and tear-down. All vehicles must be out of the festival area by 8:00 a.m. and will not be allowed to re-enter until after the festival ends at 4:00 p.m. or it is determined to be safe for vehicles by police. Vendors must park in designated parking areas only. Vehicles parked in the festival area after 8:00 a.m. will be towed at the owner's expense.

Participants who fail to comply with Traffic Officials (including all MSF Committee Members, Madison City personnel, and MSF Volunteers) may be (1) removed from the festival, and/or (2) prohibited from future Festival participation.

9. Tear-Down. All participants must remain open and present during Festival hours and may not begin tear-down until the festival ends at 4:00 p.m. Participant is required to clean up his/her booth space and surrounding area and dispose of all trash before vacating the festival area. Tear-down and trash removal must be completed by 6:00 p.m. Trash receptacles will be provided by the MSF.

10. Prohibited Items. Drugs, alcohol, firearms, fireworks, explosives (including pop caps), knives, or items deemed by the MSF to be dangerous, obscene, controversial, inappropriate, or otherwise inconsistent with the rules, policies, and mission of the MSF. The MSF reserves the right to restrict, reject, or remove any exhibit, even after conditional acceptance that MSF, in its sole discretion, determines is dangerous, objectionable, or inappropriate.

11. Compliance with Applicable Laws. Participant agrees to comply with all MSF rules, policies, and procedures, and all local state, and federal laws and regulations in connection with his/her participation in the festival. Failure to comply shall be grounds for removal from the festival.

12. Dispute with MSF. Participant agrees that in any dispute over the MSF rules, policies, procedures, or decisions: (1) the MSF's final determination shall govern and shall be final and conclusive; and (2) the participant shall accept the outcome.

13. **Agreement Breach.** Breach of this Agreement prior to the Festival date will result in the cancellation of participation in the event. Breach of this Agreement on the day of the festival will be grounds for removal from the festival. The MSF reserves the right to remove any participant who violates the terms of this Agreement.

14. The MSF expressly disclaims any obligation or representation related to the number of persons attending the festival or the revenue to be derived therefrom. This section shall survive the termination, cancellation, or expiration of this Agreement for any reason.

15. **Security.** The participant is responsible for his/her own personal property and liability before, during, and after the festival. Madison police officers will patrol the festival area beginning Friday, October 4, 2024, at 10:00 p.m. until Saturday, October 5, 2024, at 6:00 a.m.

16. **Use of Marks.** Participant grants the MSF the nonexclusive right to use and display the participant's trade name, logos, and trademarks provided to the MSF for the purposes of promoting the festival.

17. **Festival Cancellation.** We reserve the right to postpone or cancel the event due to circumstances beyond our control such as a natural disaster or emergency or as required to protect the safety of participants and volunteers. We reserve the right to change the details of the event without prior notice.

18. **Severability.** If any provision of this Agreement is held to be invalid by a court of law, the remaining portions shall remain in full force and effect.

19. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama.

20. **Complete Agreement.** This Agreement, which incorporates by reference all participant requirements, represents the complete agreement between the participant and the MSF, and no other representations, statements, or understandings are included as any part of this Agreement. This Agreement shall not be amended or modified without the express written approval of the MSF.

21. **Waiver, Indemnification, and Release of Liability.** The undersigned participant has read, understands, and agrees to the rules, terms, and conditions under which he/she/it will be allowed to participate in the 2024 Madison Street Festival, October 5, 2024, and understands and is aware of all

possible damage or loss from whatever causes that may arise from participating in the festival and agrees to assume all risks in connection with participating in the festival.

Undersigned agrees to **indemnify, defend and hold harmless** the Madison Street Festival, Inc., its officers, directors, members, volunteers, and the City of Madison, Alabama, its employees, officials, officers, and agents from and against any and all liabilities, claims, damages, costs, expenses (including attorney's fees), demands, actions or rights of actions of whatever kind or name either in law or equity, brought or caused by the undersigned, its officers, employees, volunteers, guests, agents his/her family, heirs, assigns and any other party, related to or arising from undersigned's participation or related to or arising from Madison Street Festival activities.

Undersigned agrees to **indemnify, defend and hold harmless** the Madison Street Festival, Inc., its officers, directors, members, volunteers, and the City of Madison, Alabama, its employees, officials, officers, and agents from and against any and all liabilities, claims, damages, costs, expenses (including attorney's fees), demands, actions or rights of actions of whatever kind or name either in law or equity, brought by third parties related to or arising from undersigned's participation in the Madison Street Festival.

Undersigned understands that he/she/its participation in the Madison Street Festival in Madison, Alabama on October 5, 2024, is a voluntary activity, and the undersigned is participating by he/she/its own free choice. Undersigned agrees to follow all rules, regulations, and procedures given to them. In consideration of being allowed to participate in the Madison Street Festival, the undersigned hereby agrees to **ASSUME THE RISKS OF PROPERTY DAMAGE, PERSONAL INJURY, ILLNESS, OR DEATH** in any way associated with the undersigned's participation in these activities. Undersigned agrees that the terms stated herein shall also serve as a **WAIVER OF LIABILITY AND ASSUMPTION OF RISK** for he/she/its officers, directors, heirs, estate, executor, administrator, assignees, successors, assigns, and for all members of the undersigned's family.

22. Photo Release. Furthermore, the undersigned gives permission to have photos and/or video recordings taken of the undersigned for publicity purposes during the Madison Street Festival and the events associated therewith, even though the undersigned will not receive compensation of any kind for appearing in such photos or video recordings.

23. Caution. Undersigned acknowledges that he/she/it has carefully read this Participation Agreement, Waiver, Indemnification, and Release of Liability and fully understands that the undersigned is waiving any right that the undersigned may now or hereafter have to bring legal action and/or to assert

any claim against Madison Street Festival, Inc. in connection with the undersigned's participation in the Madison Street Festival.

24. The failure of either party hereto to insist, in one or more instances, on the performance by the other party in strict accordance with any term or condition of this Agreement shall not be deemed a waiver or relinquishment of any right granted hereunder or any right to demand future performance of any such term or condition of this Agreement, unless such waiver is set forth in a written instrument signed by the waiving party. No waiver of any provision or provisions of the Agreement shall be deemed to constitute a waiver of any other provision.

25. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

26. This agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns.

MISCELLANEOUS PARTICIPATION GENERAL RULES AND REGULATIONS

1) All participants must abide by the MSF Participation Agreement (PA), as described in full above. Breach of the PA will result in the cancellation of a vendor's application, removal from the festival, and denial of the vendor's application the following year. No refunds will be issued for breach of the PA.

2) The following are **VIOLATIONS THAT WILL BE CONSIDERED A BREACH OF THE PA:**

a) On the day of the festival all vendor vehicles must be out of the festival area by 8:00 a.m. Vendors must park in designated parking areas only. Vehicles parked in the festival area after 8:00 a.m. will be towed at the owner's expense.

b) For each assigned booth space, no more than two (2) vehicles will be allowed to enter the festival area for vendor set-up and tear-down.

c) Failure to comply with Traffic Officials (including all MSF Committee Members, Madison City personnel, and MSF Volunteers) may result in vendor (1) removal from the festival, and/or (2) prohibition from participating in future festivals.

d) All vendor exhibits must be fully contained in the assigned booth space. Exhibits larger than the booth space will be denied entry or removed from the festival.

e) All vendors must remain open and present during festival hours and may not begin tear-down until the festival ends at 4:00 p.m.

3) No participant shall sell or distribute food or beverages (including water) from their booth. Participants may distribute loose candy in its original packaging.

4) Participants must sign and return this document. Your participation will not be considered secure until this step is completed.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
COUNTY OF MADISON §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2024.

Notary Public

**Madison Street Festival Inc.
an Alabama nonprofit Corporation**

By: _____

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that _____ signed the foregoing instrument, and who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of the Madison Street Festival, Inc. an Alabama nonprofit corporation.

Given under my hand and official seal this _____ day of _____, 2024.

Notary Public