



## Christmas in Bartlett Market and Festivities

2021 Booth Rental Agreement/Terms and Conditions

Friday, December 10<sup>TH</sup> 4:30 to 7:30 Saturday, December 11<sup>TH</sup> 9:00 to 4:00

Set Up Friday 3:00-4:15 p.m. ONLY

All events will be held at the A. Keith McDonald Pavilion, Freeman Park 2629 Bartlett Blvd., Bartlett, Tennessee.

Anyone renting space hereafter referred to as a Vendor, by signing this agreement, hereby accepts the following terms and conditions. No admission fees will be charged to the public

1. The vendor is solely responsible for obtaining insurance coverage, if required.
2. Booth Spaces are approximately 10x10 for \$100.00. Checks, Cash and Credit Cards are acceptable.
3. Payment deadline is Tuesday, November 30, 2021 by 5:00 p.m. after deadline the cost will be \$125.00 - **cash, check, debit or credit card.**
4. In order to fairly represent and provide a large variety of vendors, we reserve the right to limit representation from exhibitors. You will only be allowed to sell what is on your application.
5. Booth rental is subject to approval by the committee and reserve the right to refuse.
6. The vendor agrees to hold Bartlett Area Chamber of Commerce, City of Bartlett harmless for any/all claims, damages or injuries arising from the vendor's use of booth space.
7. No color hairspray, Silly string, Firecrackers/Water balloons may be sold.
8. No alcoholic beverages may be sold or consumed within the Freeman Park boundaries.
9. Tax collecting are the sole responsibility of the vendor.
10. **Vendors will only be allowed to set-up on Friday, December 10th at 3:00 p.m. only and will end no later than 4:15 p.m. Absolutely no set-ups on Saturday morning.**
11. **Vendors will be allowed in at 8:00 a.m. on Saturday, December 11<sup>th</sup>. Vendor agrees to stay open Saturday, December 11th from 9:00 a.m. to 4:00 p.m. initials \_\_\_\_\_**
12. **ALL vendor Vehicles MUST BE moved to THE specified vendor parking area by the start of the show on both days. Vendors are responsible for own trash/clean-up.**
13. Vendor agrees to confine operations to his own assigned space and agrees not to infringe upon neighboring vendor.
14. Vendor agrees that the space being rented will be used for the selling or giving away products and that the space will not be left vacant.
15. Before submitting your application, be sure to read it thoroughly. Complete all necessary information, sign the form, and **INCLUDE** payment. Checks made to: Bartlett Area Chamber of Commerce
16. We advertise in local newspapers, flyers, posters, Facebook, Instagram, newspaper insert and we depend on you the vendors, to help us advertise as well. We will provide you with limited marketing material.
17. Security provided overnight on site.
18. **Your space is not reserved until APPLICATION, PICTURES and PAYMENT have been APPROVED by the Bartlett Area Chamber of Commerce and you will receive confirmation.**

I have read, and FULLY UNDERSTAND/AGREE, to the above listed terms and conditions listed on page 1 and 2.

**Your space is not reserved until YOUR SIGNED APPLICATION, PICTURES and PAYMENT have been APPROVED by the Bartlett Area Chamber of Commerce and you will receive confirmation.**

**Type of product and pictures. (be very specific)**

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
(Please print) Vendor's Name / Main contact      Date      Signature

\_\_\_\_\_  
Mailing Address      City      State      Zip Code      Telephone

E-Mail \_\_\_\_\_ Cell Phone \_\_\_\_\_

Type of product and pictures. (be very specific)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I need \_\_\_\_\_ booths @ \$100.00 each for 10 x10      Booth Fees \_\_\_\_\_

Please return application with payment before: November 30, 2021  
Confirmation will be mailed to you upon receipt of your booth fee.      **TOTAL SUBMITTED \$ \_\_\_\_\_**

**Mail payments and make checks payable to:  
Bartlett Area Chamber of Commerce  
2969 Elmore Park Rd.  
Bartlett, TN 38134  
Phone: 901-372-9457  
Credit Cards accepted.**

**Contact: Kathy Carl (901) 372-9457 or [Kcarl@bartlettchamber.org](mailto:Kcarl@bartlettchamber.org) or [kcarl@bartlettchamber.org](mailto:kcarl@bartlettchamber.org)**



**HOLD HARMLESS AGREEMENT/WAIVER**

The undersigned, \_\_\_\_\_, who has been given permission by  
\_\_\_\_\_ (facility user)  
The city of Bartlett \_\_\_\_\_ to use A. Keith McDonald Pavilion \_\_\_\_\_ for Christmas Market vending \_\_\_\_\_  
(city or agency) (facility) (activity)  
activities, hereby executes this agreement with the understanding that this release is part consideration for the city  
allowing \_\_\_\_\_ the privilege of using A. Keith McDonald Pavilion \_\_\_\_\_  
(facility user) (facility)  
and its facilities .

In consideration of the privilege of using pavilion Premises \_\_\_\_\_ of Bartlett, TN \_\_\_\_\_, I/we,  
(facility) (city or agency)  
\_\_\_\_\_, hereby assume the risk for injuries that may be sustained in pursuit of activities  
(facility user)  
while on the premises and hereby remise, release, and forever discharge The City of Bartlett \_\_\_\_\_,  
(city or agency)  
and its officers and employees, from any actions, suites, damages, claims, or judgments that may result from any  
personal injury or other damages sustained while on the premises of A.Keith McDonald Pavilion \_\_\_\_\_, or  
(city or agency)  
using the equipment of The City of Bartlett \_\_\_\_\_, both while using the facility above specified.  
(city or agency)  
I/we further relieve The City of Bartlett \_\_\_\_\_, and its officers and employees, from any liability  
(city or agency)  
for loss or damage to any personal property that may be damaged, lost or stolen while on the premises.

**When this release is signed on behalf of an organization** by an authorized representative of the organization,  
the organization agrees that it will hold the city and its officers and employees harmless and indemnify them for any  
such actions, suits, damages, claims, or judgments. The organization agrees it will obtain liability insurance in the  
amount of 1,000, 000.00 \_\_\_\_\_ to cover any such liabilities and to name The City of Bartlett \_\_\_\_\_  
( \$700,000 or \$1,000,000 ) (city or agency)  
as an additional insured on the policy. The organization will also obtain appropriate releases from each individual  
participant in the activity.

In cases in which this release is signed by parents or guardians for a child under age 18, the parents or  
guardians assume the risk of injury to the child, or loss of or damage to personal property and release the city, and its  
officers and employees, from all claims, suits, damages, or judgments that may result from these injuries or losses that  
the parents or guardians might have against The City of Bartlett \_\_\_\_\_, or its officers or employees.  
(city or agency)

IN WITNESS WHEREOF, I/we, \_\_\_\_\_, have executed this release on this the  
(facility user)  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature) (witness)  
(Releases must be signed by both parents or guardians, if possible)