



## 2023 Round Top Folk Festival Participation Agreement

### Definitions:

Burritt - Burritt on the Mountain (Burritt) is a museum and the exclusive owner and operator of the Round Top Folk Festival (Festival), an annual event held on the museum grounds in Huntsville, Alabama.

Festival – The annual Round Top Folk Festival held on Burritt’s grounds the first weekend of November.

### Rules, Terms and Conditions:

1. Applicant acknowledges that he/she is fully authorized to enter into this Agreement on behalf of the person/business/organization named in this application.
2. This Agreement shall be in effect from the date this is signed (electronically or physically) and returned through November 5, 2023 at 8 p.m.
3. All participant exhibits must be fully contained within the confines of the space assigned by Burritt. Participant exhibits, demonstrations or other activities shall not interfere with other vendors/demonstrators. Participants shall not operate visual or sound systems in any manner that disturbs or interferes with other vendors/demonstrators. 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 a participant’s assigned space.
4. Participants may not assign, sublet, share all or any part of his/her assigned space to any other person or third party without the prior written approval of Burritt.
5. If the participant is setting up a canopy tent at their assigned location, the tent will be no larger than 10 ft. x 10 ft. The tent must be secured with 50 pounds of weight on each leg (corner). Tent stakes may not be used. We recommend that tents have full length flaps that can be secured around all sides of the tent to deal with weather conditions and to safeguard the contents of the tent throughout the festival dates.
6. Set Up times and guidelines are as follows:  
**Friday** participants may set up on Thursday afternoon from 3:00-5:00 and/or on Friday morning from 7:45- 8:45. Students begin arriving on Friday at 8:45, and participants must be set up and in place by this time. Participants may drive carefully into the Historic Park for set up. They should drop off their items and then move their vehicles to a designated parking spot outside of the Historic Park. Vehicles must be out of the Historic Park by 8:30 on Friday morning.

**Saturday** participants may set up on Friday afternoon from 3:00-5:00 and Saturday morning from 8:30-10:00. The festival begins at 10:00 on Saturday morning, and participants must be set up and in place by this time. Participants may drive carefully into the Historic Park for set up. They should drop off their items and then move their vehicles to a designated parking spot outside of the Historic Park. Vehicles must be out of the Historic Park by 9:30 a.m.

**Sunday** participants may set up on Sunday morning from 10:30-12:00. The festival begins at 12:00 on Sunday, and participants must be set up and in place by this time. Participants may drive carefully into the Historic Park for set up. They should drop off their items and then move their vehicles to a designated parking spot outside of the Historic Park. Vehicles must be out of the Historic Park by 11:30 a.m.

7. All participants' displays must remain open during Festival hours, and participants may not begin tear down until the Festival ends each day. Vendors/demonstrators who are only participating on Friday for the field trip groups may begin tear down at 1:45 p.m. Vendors/demonstrators who complete their participation on Saturday or Sunday may begin tear down at 4:00 p.m. Participants are required to clean up their space and dispose of trash before vacating the Festival area. Tear down must be completed by 4:00 p.m. on Friday and by 5:30 p.m. on Saturday and Sunday.
8. Drugs, alcohol, firearms, fireworks, explosives (including pop caps), or items deemed by Burritt to be obscene, controversial, inappropriate, or otherwise inconsistent with the rules, policies and mission of Burritt are prohibited. Burritt reserves the right to restrict, reject, or remove any exhibit if in its sole discretion, Burritt determines it is objectionable or inappropriate.
9. Participant agrees to comply with all Burritt rules, policies, and procedures, and all local 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. Burritt reserves the right to remove any vendor/demonstrator who violates the terms of this agreement.
10. Burritt expressly disclaims any obligation or representation related to the number of persons attending the Festival, or the revenue to be derived there from. This section shall survive the termination, cancellation, or expiration of this agreement for any reason.
11. Participants who sell items during the festival must collect sales tax. If participants have a City of Huntsville Privilege License, they may provide Burritt with their City of Huntsville Privilege License number and a copy of the license and then collect and submit their sales tax themselves. If participants are selling items and they either do not have a City of Huntsville Privilege License or they do not submit a copy of the privilege license to Burritt, they must submit a completed Event Vendor Form and the required taxes to Burritt on their final day of participation in the festival. These sales taxes will be submitted by Burritt staff using Burritt's Retail Event Sponsor license.
12. Participant grants Burritt the nonexclusive right to use and display vendor's trade name, logos, and trademarks provided to Burritt for the purposes of promoting the Festival.
13. We reserve the right to postpone or cancel the event due to circumstances beyond our control such as 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.

**Waiver, Indemnification and Release of Liability:**

The undersigned Applicant has read, understands, and agrees to the rules, terms and condition under which he/she/it will be allowed to participate in the 2023 Round Top Folk Festival, November 3, 4 and 5, 2023 and understands and is aware of all possible damage or loss from whatever causes that may arise from participating in the Round Top Folk Festival, and agrees to assume all risks in connection with participating in the Round Top Folk Festival.

Undersigned agrees to indemnify, defend and hold harmless Burritt on the Mountain, it’s members, volunteers, employees, officers, agents, and assigns and the City of Huntsville, 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 related to or arising from Round Top Folk Festival activities.

Undersigned agrees to indemnify, defend and hold harmless Burritt on the Mountain, it’s members, volunteers, employees, officers, agents, and assigns and the City of Huntsville, 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 Round Top Folk Festival.

Undersigned understands that his/her/its participation in the Round Top Folk Festival in Huntsville, Alabama on November 3, 4 and 5, 2023, is a voluntary activity, and is participating by his/her/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 Round Top Folk Festival, undersigned hereby agrees to ASSUME THE RISKS OF PROPERTY DAMAGE, INJURY, ILLNESS OR DEATH in any way associated with 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 his/her/its heirs, estate, executor, administrator, assignees, and for all members of undersigned family.

**PHOTO RELEASE**

Furthermore, undersigned gives permission to have photos and/or video recordings taken of undersigned for publicity purposes during the Round Top Folk Festival and the events associated there with, even though undersigned will not receive compensation of any kind for appearing in such photos or video recordings.

**CAUTION**

Undersigned acknowledges that he/she/it has carefully read this WAIVER OF LIABILITY AND ASSUMPTION OF RISK and fully understands that undersigned is waiving any right that undersigned may now or hereafter have to bring a legal action to assert any claim against Burritt on the Mountain or the City of Huntsville, in connection with undersigned’s participation in the Round Top Folk Festival.

Undersigned accepts the conditions printed above:

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Round Top Folk Festival Participant Signature Date

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Business/Company/ Organization Name if applicable