**Private Property Rental Contract For Three Day Flowertown Festival**

**BETWEEN**

**Private Homeowner - Gina Britt**

**611 South Main Street, Summerville, SC 29483**

**(843) 860-1448**

EMAIL: [**GinaBrittFF@yahoo.com**](mailto:GinaBrittFF@yahoo.com)

**Contract Website:** [**www.**Flowertownfestivalsummerville.com](http://www.Flowertownfestivalsummerville.com)

**AND**

Business Name To Be Printed On Summerville Business License

(That you must obtain AFTER I receive mine from the Town if you don’t already have one. Normally mine is approved in January)

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Business Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Representative submitting this contract: (This person will receive communications from Gina Britt via text if necessary)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type Of Business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Name and Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_(Initial Page 1 of 6)**

You must complete the following with a detailed summary of what the rental space will be used for in order to be allowed to set up on Gina Britt’s property. Once you have submitted this contract, any changes must be submitted in writing prior to event. Failing to do so may result in me not being allowed to include changes in my vendor space.

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\*\*\*I understand as a vendor I am not guaranteed that another vendor will not sell/promote the same product as mine on the Britt’s property. The Britt’s agree to try not to locate me beside the same type of business.

**EVENT LICENSE:**

I will be responsible for obtaining my own Town of Summerville Event License if I don’t already have a current business license.

I understand that I **cannot apply** for the license until Gina Britt receives hers from the Town of Summerville which normally is completed in January due to the 90 day until the event window set by town.

I understand that once my business license is approved the Town of Summerville can hold it until Gina Britt picks it up on the Wednesday prior to the first day of the event.

I agree to keep the license posted in clear view for town officials to verify.

I understand historically the license fee has been $10.00 for City of Summerville Residents and $20.00 for non-residents but understands the town has the right to change.

**\_\_\_\_\_\_\_\_\_\_\_ (Initial Page 2 of 6)**

**CANOPY AND DISPLAY:**

**\*\*\*VERY IMPORTANT\*\*\***

**I will only be allowed to use a 10x10 canopy with straight vertical legs!**

**I will not be allowed to use a canopy with slanted legs!**

**I will not be allowed to use a tent!**

**I will not be allowed to use an umbrella!**

**My 10X10 canopy will be secured for high winds with weights and straps.**

**My straps will not extend outside of my rented space!**

**Anything outside of my 10X10 rented space must be approved by Gina Britt and cannot block other vendors space or cause a safety hazard. It may not hinder the flow of walking traffic**

-I will be allowed to set up my canopy and professional looking display starting Wednesday prior to festival and removed by 6:30pm Sunday.

-I will have my display completely set up and ready for customers by 8:30 a.m. every day.

- I understand that my display can be relocated or removed if I do not open my business for the event by 8:45 a.m. (I understand traffic is difficult each day and I need to plan accordingly)

-I will not begin to remove my display until the scheduled closing of each day. I understand that closing early is discouraging to customers as well as other vendors. If I choose to no longer participate, I will give the Britt’s a notification prior to removing my display. I will not be allowed to dismantle my display during the event. I will wait until the end of the day so that I don’t disturb others.

If I close my vendor display, the Britt’s have the right to cancel my contract with no refund and I won’t be allowed to retrieve my canopy until end of that day. If I leave early, the Britt’s may utilize my space and canopy at their discretion until the end of day.

- I will not hinder other vendors from setting up or dismantling their display.

- I will not prevent shoppers from entering my space or other booths by standing in front of them.

- I will not have my booth over-filled with my family or friends when customers are looking.

- I understand that the foundation of my space may not be level because the Britt’s property has grass, rocks, dirt, roots, pavement and straw.

-I may use and remove ground cover to protect Britt’s property if necessary.

-I may use banners or signs on or within my canopy..

-I will display my business to be viewed from the front unless I am assigned a corner booth on my contract.

-I will not create holes larger than two inches.

- I will be responsible for people that work in my booth and make sure they read this contract and hold them accountable. Anyone that works in my booth must agree to the contract terms.

**\_\_\_\_\_\_\_\_\_\_\_(Initial Page 3 of 6)**

**GENERAL TERMS:**

-I WILL NOT BE PROVIDED SECURITY, PARKING OR STORAGE!

-I will have a representative at booth at all times.

-I will not sell food or beverages unless contractually negotiated and approved by the Town of Summerville agreeing to hospitality tax to be paid.

-I will not have access to water or electricity if not requested two weeks prior to festival.

-I will not sub-lease my space.

-I will pick up any trash generated by my booth and dispose of it without using town dumpster.

-I will not SMOKE, drink or sell alcohol, use profanity or be belligerent on the Britt’s property.

\*\*\*In addition, no one visiting or working with my business will either.

-I will not display or sell anything illegal or unsuitable to minors.

-I will not use music with a loud volume.

-I understand the festival does not allow animals unless “service certified”.

-I will not have unsupervised children in my booth or own the Britt’s property.

-I will not enter the Britt’s home.

-I will not be provided storage or a restroom.

-I will not be provided chairs, tables or canopy.

- I will not have any pet in my booth before, during, during breakdown or anytime on the Britt’s Property.

-I will not dump harmful liquids on the Britt’s or neighbor’s property.

-If I rent an 8X8 space, a canopy without side panels will be provided.

-I will not have vehicle access to Britt’s property once the Summerville Police decide to barricade streets. (The adjacent streets are not open during festival.)

Gerry and Gina Britt have the discretion of inviting my business back.

**\_\_\_\_\_\_\_\_\_\_\_(Initial Page 4 of 6)**

# LIABILITY:

# EVERY VENDOR MUST PROVIDE A LIABILTY INSURANCE POLICY!!!

The Britt’s do not control the Town of Summerville/YMCA officials or their decisions concerning the Flowertown Festival.

-I will not hold Gerry and Gina Britt or their Insurance responsible for ANY accidents, injuries, and loss of revenue, lost or stolen or damaged items.

-I will not be provided security, if I choose to leave my booth set up with or without content I will do so at my own risk.

-I will not hold Gerry and Gina responsible for weather conditions, ground surface conditions, or the amount of customers that visit my booth.

-If I cancel my booth at any time, I will not receive a refund.

-If I fail to abide by this contract, the Britt’s may cancel my contract and make me leave their property. I will be allowed to return on their property until the end of that day’s festival for my belongings. No refund will be given.

**UTILITIES:**

Electric and Water are available in most booths for $50 each

Must be reserved 2 weeks in advance! Neither will be available last minute.

If the power fails at no fault of the Britt’s, I will not hold them responsible.

Any trash generated by my booth will be my responsibility.

I will not put in dumpster provided by the YMCA located on East South 6th Street.

**\_\_\_\_\_\_\_\_\_\_\_(Initial Page 5 of 6)**

**RENTAL FEE FOR 10X10 SPACE**

**(Unless otherwise written in contract)**

$300.00 side yard

$400.00 driveway front yard

$550.00 selling 1 food item or beverage – various locations

$1050.00 selling multiple food items - front row of my property facing South Main St.

Fee for booth space # \_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Water or Electric Fee @ $50 each $ \_\_+\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Must be requested & confirmed available

2 weeks prior to event (Not all spaces have access)

Wi-Fi access $10 (not guaranteed) $ \_\_+\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total fee… $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Less ½ non-refundable deposit $ minus\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DUE at signing of contract (will not hold without)**

Remaining balance deadline \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Balance Paid In Full on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*\*After deadline the Britt’s have the right to immediately CANCEL contract (without deposit refund) or charge $10.00 per day for no more than 5 days. After 5 days, contract void.

Vendor Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gina Britt’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

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