



**The festival promoter is Israeli American Council (IAC) – Las Vegas hereinafter referred to as 'IAC'.  
Applicant to sell or exhibit at the festival is hereinafter referred to as 'VENDOR'**

## **RULES & REGULATIONS**

1. Vendors are NOT allowed: 1. To use any kind of audio (Public address) system including speakers, microphones, etc. 2. To display banners of size larger than 3 feet wide and 7 feet high. 3. To display banners outside their booths. 4. To distribute literature or souvenirs from outside the boundaries of their booth. 5. To pursue any fund raising by any means or reselling or subletting of booth space.
2. All food must be Glatt Kosher and a proof of certification must be submitted. No exceptions.
3. Food Vendors are required to meet Fire Safety, Health Standard and other permits as per requirement of local government agencies for the festival venue.
4. Vendors are responsible for obtaining tax identification numbers, payment of taxes, license fees, or any other charges that shall become due to any governmental authority in connection with their activities at the festival event.
5. IAC reserves the right to refuse participation to any vendor.
6. There is no exclusivity in this event. IAC will attempt to accommodate all vendors and place Vendors with very similar items at sufficient distance from each other. IAC does not guarantee that another Vendor will not have similar or like products. It is important that you fully disclose your products in the Products/Services Description field on the application.
7. Your booth WILL NOT INCLUDE power unless you purchased it in advance online. We will not be able to provide you power on the day of the festival. No acceptations.
8. Vendors are responsible for their own liability insurance.
9. There are no reserved booth locations. Vendor will be assigned their booth 5 days prior to the event at the discretion of IAC. Upon payment, Vendor has contracted and is entitled to a booth at the event. While payment guarantees a booth at the event, it does not guarantee a specific booth or location. If you have a preference of booth location, you may indicate that on the application, however, Promoter is not bound by Vendor's request. Verbal agreements as to location of booth are not binding on Promoter
10. Vendor grants to IAC an exclusive, irrevocable right and license to use without restriction or remuneration, the Vendor's logo, likeness and/or products in the promotion of the festival. This may include one or more of the

following: inclusion on the official website, event pages, social media properties, published magazines, billboards, public display advertising, television, radio and other media and other websites where Promoter chooses to promote the festival. Vendor further agrees that photographs and video taken by IAC staff is the property of IAC and that IAC may use such photography and video in the promotion of future festivals, without permission or remuneration to Vendor.

11. NO REFUND of booth fee under ANY circumstances. Please do not pester us or contact committee members to force refund.

12. Full amount of booth fee will be refunded if IAC cancels the event.

13. "Celebrate Israel Festival" is a community and family oriented event. Vendors are expected to honor this and only exhibit items which are generally accepted at family events. IAC reserves the right to deny any vendor agreement and/or take appropriate measures to ensure wholesome family fun. IAC reserves the right to expel any vendor from the Festival for boisterous conduct, misrepresentation of display exhibits, and items sold, illegal activity, failure to obey vendor rules and regulations as listed in this document, and failure to comply with any reasonable request made by the IAC Planning and executive Committee. Members of the Planning Committee reserve the right to confiscate any and all property of vendors who have violated any of the above provisions and who refuse to leave the festival grounds in cases of expulsion. Upon signing the enclosed contract, vendors agree that no legal recourse can be taken if the Festival rules have been violated.

14. When any exhibit is discontinued for reasons of the violation of any of the aforementioned rules and regulations, the Vendor shall not be entitled to a refund of any monies paid to IAC. IAC shall not be responsible for any expenditure's attendant to such termination.

15. All points not covered here are subject to decisions by IAC.

## **VENDOR BOOTH**

1. Regular / Non-Profit Booth will be issued (1) 10' x 10' space, (2) 6ft or 8ft banquet tables based on availability. (2) Linens, (2) folding chairs, Professional 3' Pipe and Drape.

2. Single item food booths are for SINGLE product sellers such as popcorn, cotton candy, juice, corn, baked goods etc. Booth will be issued: (1) 10' x 10' space, (2) 8ft banquet tables, (2) Linens, (2) folding chairs, Hot/Cold washing station, Printed menu.

3. Multi item food booths Will be located in the designated food areas. Booth will be issued: (1) 10' x 20' space, (4) 8ft banquet tables, (4) Linens, (4) folding chairs, Hot/Cold washing station, Printed menu.

4. Your booth WILL NOT INCLUDE power unless you purchased it in advance online. We will not be able to provide you power on the day of the festival. No exceptions.

5. If for any reason the booth, tables and chairs are not returned in the same condition they were issued, the vendor's credit card will be charged a replacement cost of \$250 in addition to the rental fee.

## **TERMS OF OPERATIONS**

Hours of business for the Festival are follows: 2 p.m. — 6 p.m.

**All vendors are required to check in at the Vendor Registration prior to setting up their booths.**

1. Vendors need to setup their booth the day of the event between 9:00 AM - 11:30 AM. Vendors will NOT be allowed to load/unload materials once the festival has started.
2. Loading and Unloading – No Personal Vehicles are allowed at the loading dock. Vehicles will be allowed for loading and unloading purposes only on Sands Ave in the entrance of the Sands Expo Convention Center. No parking is permitted on Sands Ave - Vehicles will be towed by the venue staff and strict fines will be imposed for offenders.
3. Vendors permitted to breakdown and exit the venue no earlier than 6:01pm. Early breakdowns are not allowed due to safety or our guests.
4. Vendors are solely responsible for their own exhibits and material and should insure the exhibit against loss or damage from any causes whatsoever. All property of a vendor is understood to remain in their care, custody, and control in transit to and from and within the confines of the exhibit grounds. IAC will not be liable for the safety and/or preservation of the exhibit material against fire, accident, theft, or any loss or injury whatsoever. Vendors are also liable for the delivery, handling and removal of their own display and items to be sold.
5. It is the responsibility of the vendors to be present when the doors are opened. IAC takes no responsibility or liability for any damage, theft, or destruction to items placed in storage.
6. All construction and dismantling of exhibits must be carried out during the times stipulated in the Loading and Unloading section. No exhibit may be erected after the exhibition opens or dismantled before the official break-down time.
7. Decorations and cleanup of the booths is the responsibility of the vendors.
8. Vendor materials, signs, and displays are prohibited in any area other than the booth assigned, unless approved in advance by IAC and site facility management.
9. Whenever possible crates or boxes will be stored under cover. IAC assumes no responsibility for damage or loss of packing boxes or crates.
10. Exhibits shall be arranged so as not to obstruct the general view nor hide the exhibits of others.
11. Vendors will have to list all items they intend to sell in the festival. IAC will have the right to enforce the sale of ONLY those items that have been listed for sale. Vendors not complying with the same will be asked to leave the premises or discontinue the sale.
12. All points not covered here are subject to decisions by IAC

## **HOLD HARMLESS & INSURANCE CLAUSE**

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1. By signing, you agree to protect, indemnify, defend and hold harmless Israeli-American Council (IAC) and its affiliates, and their directors, members, managers, officers, employees and agents from and against any and all liabilities, losses, damages, costs, claims, awards, judgments, sanctions, expenses, including, but without limitation, reasonable attorneys' fees and costs, government charges and fines arising out of or connected with any actions or omissions of your directors, members, managers, officers, employees, agents, contractors or attendees, in connection with your use of the Function Space, including but not limited to the installation, removal, maintenance, occupancy or use of the premises, your breach of this Agreement or any of your representations contained herein, or your third party agreements, except those claims arising out of sole negligence or willful misconduct of Israeli-American Council (IAC) in connection with this Agreement. Israeli-American Council (IAC) is not responsible for loss of or damage to any property that you, your guests or invitees bring to Israeli-American Council (IAC) Celebrate Israel Festival Las Vegas or leave at Sands Expo Hall "A", before, during or after the use of the facilities.

2. Neither IAC, nor its agents or representatives will be responsible for any injury, loss or damage that may occur to the vendor or the vendor's employees or property from any cause whatsoever. Under no circumstances will IAC be liable for lost profit or other incidental or consequential damages. Vendors shall obtain, at their own expense, adequate insurance against any such injury, loss, or damage. IAC shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God, terrorism, or any other cause beyond its control. Anyone visiting, viewing, or otherwise participating in the vendor's exhibit is deemed to be the invitee or licensee of the vendor, rather than the invitee or licensee of IAC. IAC shall not be liable for any injury to, or loss of, property of the exhibitor or injury to persons conducting or otherwise participating in the conduct of the exhibit or to invitees or guests of the vendor. Vendors assume full responsibility and liability for the actions of their agents, employees of independent contractors, whether acting within or without the scope of their authority and agree to hold harmless IAC and the festival grounds from responsibility for liability resulting directly, or indirectly, or jointly, from other causes which arise because of the actions or omissions of its agents, employees, or independent contractors, whether within or without the scope of authority. There is not an-other agreement or warranty between the vendor and IAC except as set forth in this document. The rights of IAC under this contract shall not be deemed waived, except as specifically stated in writing and signed by an authorized officer of IAC The vendor agrees by the signed application and contract to indemnify IAC against all liability resulting from negligence of the vendor, his/ her agents, or employees, and shall reimburse the IAC for any loss or expense incurred by the IAC for reasons of such negligence.

3. COI, Certificate of Insurance. All Food vendors must provide IAC with general liability insurance certificate with minimum coverage of \$1,000,000.00. IAC and Sands Expo should be listed as added insured – Israeli American Council and their respective directors, shareholders, members, employees, agents and affiliates.

**Israeli-American Council (IAC)**, LV Regional Offices 9811West Charleston Blvd, Suite 2-848 Las Vegas, NV 89117  
**Sands Expo & Convention Center**, 201 Sands Avenue, Las Vegas, NV 89169

4. The consent of Israeli-American Council (IAC) to the insurance and limits insured, as shown herein, shall not be considered as a limitation of your liability under this Agreement or an agreement by Israeli-American Council (IAC) to assume liability in excess of said amounts or for risks not insured against.

## **TRADEMARKS**

You shall not use any trademark, tradename or service mark owned or registered by or to Israeli-American Council (IAC) or its affiliates without Israeli-American Council (IAC) prior written consent. Please submit flyers or other promotional material you intend to use in association with this event to IAC management in advance of distribution to the public. This includes any material you may create for use in print, poster, web banners, signage, social media, etc.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflicts of law principles. You hereby submit to the nonexclusive jurisdiction of the state and federal courts located in Las Vegas, Nevada for any action arising out of or connected with this Agreement. In the event any action is commenced by either party against the other arising out of or connected with this Agreement, the prevailing party shall be awarded its costs and expenses incurred in such action, including without limitation reasonable attorney's fees and costs.

## **LIMITATION OF LIABILITY**

1. In the event of a default by Israeli-American Council (IAC) of any of the terms and covenants set forth herein, Israeli-American Council (IAC) liability shall be limited to the value of the services provided by Israeli-American Council (IAC) under this Agreement, and no other property or assets of Israeli-American Council (IAC) or its affiliates, or their officers, managers, members, directors, employees, successors or assigns, shall be subject to the levy, execution or other enforcement procedure for the satisfaction of any claim, judgment, injunction or decree.
2. In no event shall either party be liable for any incidental, special, exemplary or consequential damages in connection with this Agreement, even if such party has been advised of the possibility of such damages. The provisions of this Section shall survive the termination or cancellation of this Agreement.
3. The organizers of "Celebrate Israel Festival" reserve the right of sole discretion as to the placement of all the booths/displays, approval of materials and presentations which must reflect a positive pro-Israel theme.
4. Non-Profit organizations may not sell anything at their booth, including raffle tickets.

## **OBLIGATIONS**

If our obligations under this Agreement are not met for any reason beyond our control, our failure is completely excused, and we may cancel this Agreement by returning your deposit. The following is a partial list of events that, if they occur, would be considered reason beyond our control: strikes, labor disputes, accidents, government restrictions on travel, hotel operations, goods or supplies, terrorism, Acts of War and Acts of God.