



## Japan's Children's Day Festival Vendor Application Form

### Vendor Information

Company Name: \_\_\_\_\_ Contact Person's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Website: \_\_\_\_\_

Social Media @ \_\_\_\_\_ Social Media Site: \_\_\_\_\_

Description of products/services \_\_\_\_\_

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### Vendor Activities

Check all that apply.

10'x10' Vendor Space: \$50

Total Due before April 21, 2023: \$ \_\_\_\_\_

*Vendor spaces must be paid for by April 21, 2023.*

School Fundraiser Donation Agreement

Select one of the following:

I will donate 10% of the profit.

I will donate 15% of the profit.

I will donate 20% of the profit.

*Submit donations by May 31, 2023.*

Will you be bringing a tent with you to set up your booth? Please check ONE below.

I am bringing a 10ft x 10ft tent.

I am not bringing a tent.

Select one payment method below.

Make checks payable to the **ICAGeorgia PTO** and mail them to **3705 Engineering Dr., Peachtree Corners, GA 30092.**

Make an online payment.

<https://www.icageorgiaptto.org/childrens-day-festival>

Send this completed application to [icag.pto@gmail.com](mailto:icag.pto@gmail.com).



\_\_\_\_\_  
Vendor Signature/Date



### Children's Day Festival Tentative Times

May 7, 2023	9:00am	Set-Up Begins
	11:00am	Festival Opens
	3:00pm	Festival Closes

### Booth Space

Each booth space is \$50 and will be 10' x 10'. The spaces will be marked by stakes in the ground. Each vendor will receive a number to indicate their space. Please be sure to set your booth up at the space marked with the same number.

The booth space price does not include power or communication.

### Covid-19

We request that you and all representatives of your company take precautions. The ICAGeorgia PTO is not responsible in any manner for any risks related to COVID-19 in connection with the event.

### Booth Space Cancellations

Booth spaces cannot be refunded or canceled. Please contact us at [icag.pto@gmail.com](mailto:icag.pto@gmail.com) if you have registered and will be unable to attend the 2023 show.

### Banned Items

These items cannot be sold under any circumstances at Japan's Children's Day Festival.

- Any goods or services deemed illegal under the laws of the United States of America, the state of Georgia, or Gwinnett County, Georgia.
- Unlicensed Music CDs, Video CDs, DVDs, Blu-Ray Discs, Computer and Video Game software.
- Audio and Video CDs from SonMay (SM), Golden Apple, Game Music, GGG Anime Soundtrack, Golden Anime, FX, Ever Anime A8, GM, Alion and Best Song Collections
- Unlicensed pins, wall scrolls, toys, models (resin or vinyl kits), decals, stickers, and posters that are not properly marked and labeled with the appropriate copyright information
- Unlicensed art, book, or manga.
- Themed apparel from unlicensed work (hats, shirts, headbands, etc.)
- Paraphernalia that may be used for illegal substances.
- Non-Anime and Manga adult material or paraphernalia.
- Unlicensed merchandise or artwork (this includes fan art).
- Open food items.



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Vendor Signature/Date



**Contract Terms and Conditions**

This Document forms the basis of an agreement between ICAGeorgia Parent-Teacher Organization (ICAGeorgia PTO) and the vendors who wish to sell merchandises or services at Japan's Children's Day Festival, herein known as vendors. ICAGeorgia PTO is the host organizer and promoter of entertainment and services at Japan's Children's Day Festival. The term ICAGeorgia PTO shall be termed to mean the individual or individuals assigned by the board of ICAGeorgia PTO as Vendor Booth Liaisons.

Exhibitor shall be responsible to pay for any and all damages to property owned by the Gwinnett County or ICAGeorgia PTO or their owners or managers, which results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless, Gwinnett County, ICAGeorgia PTO, and their respective owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of property. Exhibitor's liability shall include, without limitation, all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, Park or any part thereof.

1. ICAGeorgia PTO has contracted with the Gwinnett Parks and Recreation and Pinckneyville Park herein known as 'venue') and pursuant to the terms of that contract has the authority to provide vendor spaces for the festival. ICAGeorgia PTO shall be responsible for all monies owed to 'venue' pursuant to the terms of its contract therewith. Vendor hereby enters into a contract with ICAGeorgia PTO for vendor space at the festival. ICAGeorgia PTO shall be responsible for coordinating with 'venue' the preliminary setup for the festival. ICAGeorgia PTO will not be held liable for providing electricity and/or telephone access at the festival.
2. ICAGeorgia PTO agrees to provide roughly 10' x 10' vendor booths at the festival. ICAGeorgia PTO agrees to make said vendor booths available to the vendor by no later than 9:30am on Sunday, May 7, 2023.
3. Space Assignment: ICAGeorgia PTO shall use its best efforts to locate the vendor booths in appropriate areas. Notwithstanding, ICAGeorgia PTO reserves the right to change the location assignments at any time, as it may in its sole discretion deem necessary.
4. ICAGeorgia PTO agrees to be responsible for promoting the show. ICAGeorgia PTO makes no representations as to the number of attendees and/or customers who will be in attendance.
5. Subletting of vendor booths is not permitted.
6. Each application will be processed on a first come, first served basis.
7. Vendor shall be responsible for the actual setup of its displays. ICAGeorgia PTO shall not be liable for any loss or damage to Vendor's property or for any personal injury suffered by Vendor or any of its agents.
8. Vendors are responsible for loading and unloading their own materials.



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Vendor Signature/Date



9. There is to be no smoking or otherwise burning of objects within the Vendor Spaces at any time.
10. All vendors shall have a signed copy of the Japan's Children's Day Festival Vendor Application Contract (this document) on file with ICAGeorgia PTO. No vendor shall be allowed to sell merchandise or services at the convention facility without having a signed copy of file with ICAGeorgia PTO. The convention facility shall be deemed to mean any function space used by the ('VENUE').
11. Selling of items by Vendors on festival grounds, which includes the stated event location, their parking lots, other than the Vendor Spaces or any other designated area noted by ICAGeorgia PTO is NOT allowed during the hours of operation for the ICAGeorgia PTO Japan's Children's Day Festival. Vendors who fail to comply will be ejected without warning and without refund.
12. Vendors may play audio devices at moderate volume. ICAGeorgia PTO reserves the right to determine the definition of 'moderate volume.' Furthermore, ICAGeorgia PTO also reserves the right as to what audio content may be played during the hours of operation of the Japan's Children's Day Festival.
13. All vendors certify that they have complied with all federal, state, and local policies regarding the collection of any and all required taxes.
14. All vendors certify that they have complied with all federal, state, and local policies regarding obtaining valid licenses required to participate as a vendor.
15. All vendors will obey federal, state, and local laws and ordinances regarding the sale of material which, intentionally or unintentionally, infringes upon the trademarks or copyrights of another party. Any vendor selling material which infringes upon the trademark or copyright of another party may be ejected without warning and without refund. ICAGeorgia PTO reserves the right to inspect and/or eject questionable material any time.
16. Vendors shall not display material which is deemed offensive or inappropriate. ICAGeorgia PTO has the sole right to determine what is or is not offensive or inappropriate. Vendors who continue to display material which has been deemed to be offensive or inappropriate may be ejected without warning and without refund. Furthermore, vendors shall not sell any offensive or inappropriate materials deemed illegal to sell to minors under the age of eighteen (18) years of age. Vendors who sell such materials will be ejected without warning and without refund. Failure to comply is immediate grounds for ejection without warning and without refund.
17. All ejected vendors are still subject to state law in which the ICAGeorgia PTO sponsored event resides with regards to tax collection.
18. Only those vendors with sign Vendor Application Forms will be allowed to set-up at the festival.
19. Vendors are responsible for providing their own insurance, if desirable, to protect Vendor and Vendor's property from damage, loss, theft, harm or injury. Neither ICAGeorgia PTO nor 'VENUE' will obtain insurance on Vendor's behalf. Vendor is solely responsible for its own company exhibited material, goods, samples, and other property.
20. Upkeep of the Vendor's booth, merchandise, and refuse is the responsibility of the Vendor.



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Vendor Signature/Date



21. All displays, chairs, tables, and merchandise must be maintained within Vendor's designated area.
22. There will be no consumption or possession of alcoholic beverages in the Vendor's Space, or festival in general.
23. Vendor will hold harmless ICAGeorgia PTO and event facilities or any of their respective officers, agents, employees, representatives or affiliates, from any liability, damage, loss, harm, claim, or injury to property or person of the Vendor, Vendor officers, agents, employees or other persons, whether caused by negligence of ICAGeorgia PTO or event facilities, or from theft, fire, water, accident, or any other cause whatsoever that are not covered under ICAGeorgia PTO's standard insurance policy.
24. Vendor releases, waives, discharges, and covenant not to sue ICAGeorgia PTO and its officers, directors, employees, members, volunteers, contractors, representatives, owners, affiliates, agents, successors, assigns from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to COVID-19 and in connection with participation in the event. Vendor promises not to sue ICAGeorgia PTO for any of the foregoing.
25. Vendors must furnish proof of licensed merchandise if requested by ICAGeorgia PTO at any point. Any merchandise without proof must be put away upon request.
26. ICAGeorgia PTO reserves the right to remove any vendor from the festival for any reason deemed appropriate by ICAGeorgia PTO.
27. ICAGeorgia PTO has the right to take pictures of any booth for any reason deemed necessary. Vendor allows ICAGeorgia PTO to use the pictures for advertising, archival, or other reasons.

**Certificate of Insurance**

Each vendor is required to submit a Certificate of Insurance. Please obtain this certificate from your insurance agent and the certificate must contain the following information.

**Certificate Holder:**

ICAGeorgia PTO  
3705 Engineering Drive, Peachtree Corners, GA 30092

**Coverage Dates:** May 7, 2023

A certificate is provided at no additional cost by your insurance carrier and is a document from your insurance carrier that ensures us that you and your employees are insured.

**Insurance Certificate Waiver**

Liability - This agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between ICAGeorgia PTO and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless and defend ICAGeorgia PTO, from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever, including but not limited to cost, interest, and attorney’s fees which ICAGeorgia PTO, may incur, be put to, pay or be required to pay, incident to or arising directly or indirectly from any act or omission by Exhibitor or any of its employees, servant, or agents. Exhibitor further agrees that ICAGeorgia PTO, and their respective agents and employees, and the exhibit facility shall not be responsible in any way for (i) damage, loss or destruction of any property of Exhibitor or (ii) injury to exhibitor or its representatives, agency, employees, licensees or invitees.

Legal Company Name: \_\_\_\_\_

Exhibiting/Trade Name: \_\_\_\_\_

Authorized Contract Signer Name: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

If you have any questions, please email us at [ICAG.PTO@gmail.com](mailto:ICAG.PTO@gmail.com).



\_\_\_\_\_  
Vendor Signature/Date