

# World's Only St. Paddy's Pickle Parade and Palooza

## Rules and Regulations, 2022

Vendor Hours: 10 am – 7 pm March 19th, Saturday  
5pm-9pm Friday March 18th

**Of course, we have Rules and Regulations, we're Queens! Read these three pages, because we mean it ... and there might be a test later.**

- . The Pickle Parade and Palooza is a community and family-oriented event. Vendors are expected to honor the spirit of the event and only exhibit items which are generally accepted at family events. Pickled Mansfield Society, Inc. (hereinafter PMS) and the Vendor Market Committee reserve the right to deny any vendor application and/or take appropriate measures to ensure wholesome family fun.
- . **VENDORS MAY NOT USE OUR TRADEMARKS OR 'DOING BUSINESS AS' WORDING ON ANY PRODUCTS. OUR TRADEMARK/DBA INCLUDES "WORLD'S ONLY ST. PADDY'S PICKLE PARADE AND PALOOZA", "PICKLE PARADE AND PALOOZA", "PICKLE QUEENS", "PICKLE PROTECTOR", "PICKLE POSSE", "PICKLE DUDE" AND ANY PICKLE DUDE GRAPHIC.**
- . The assignment of booths and placement of vendors is at the sole discretion of PMS or the Parade Committee.
- . The total number of vendors allowed will be reviewed by PMS and the Vendor Market Committee and set each year. Vendor applications will be analyzed and accepted yearly based on the needs of the festival, not by date or on a first come, first served basis. Priority will be given to previous years participants who are in good standing; however, participation in this event or previous events in no way guarantees entry to any subsequent Pickle Palooza events.
- . Wait List – A wait list will be established for applicants after the capacity has been met. Applicants will be notified of their acceptance as a vendor if a spot becomes available.
- . PMS is not responsible for duplication of items or services among vendors.
- . **CONSULTANT BASED BUSINESSES (SCENTSY, ADVOCARE, PAMPERED CHEF, HOMEMADE GOURMET, LULA ROE, LIPSENSE, ETC.), RESALE, OR MULTI-LEVEL MARKETING VENDORS WILL NOT BE PERMITTED AT THIS EVENT.**
- . Vendors will follow check in and set up regulations. The only exceptions will be with PMS or Vendor Market Committee pre-approval.
- . No vehicles shall be allowed except during loading and unloading. Vehicles in violation will be towed at owner's expense. No RV parking shall be allowed.
- . Vendors may display signage with their business name within their booth space. No other signage is allowed to be put up by vendors outside of their booth.
- . No un-packaged food or beverage shall be sold by vendor.
- . No political speech or campaign materials shall be allowed.
- . PMS does not guarantee, in any way, the success of a vendor.
- . Vendors may not distribute informational material outside their vendor booth. The distribution of free material, printed information or other is permitted provided the materials do not conflict with any applicable law or the rules of the PMS and Vendor Market Committee. To that end, all handouts are subject to review by PMS.
- . An adult representative of the participating vendor must be continuously present at the booth during all operating hours. The operating hours are from Friday 5 pm to 9 pm, and Saturday 10 am until 6 pm. Vendor is responsible for performing thorough background checks for any worker, agent or

representative at vendor's booth. Workers under the age of 14 must be supervised by a responsible adult.

- . Vendors are responsible for having their booth staffed and all display material and goods for sale, etc. in place no later than 10 am. You are not allowed to block any sidewalk or street outside of your booth area once the event starts at 10 am. An unoccupied space may be reassigned, and no-show vendors will have no recourse for such action, nor will any refund be given. Setup and teardown are the sole responsibility of the participating vendor. Teardown and removal of everything from the festival site must be completed by 8 pm.

- . Each participating vendor must accept responsibility for ensuring that all individuals staffing the booths are familiar with and adhere to these guidelines.

- . Any vendor who leaves the festival early (before 6 pm) will automatically be restricted from attending as a vendor in the future. The only exception is with PMS or Vendor Market Committee pre-approval or act of God.

- . Vendors are responsible for clean-up of their own booth and around their area, including taking trash to trash receptacles on-site.

- . Vendors are solely responsible for collecting, reporting, and paying all sales taxes collected to the State of Texas. Tax ID # or a copy of the Texas Sales Tax & Use Certificate must be provided in order to be accepted as a vendor.

- . Vendor shall retain liability and assumes all risk of loss and/or damages on site or in connection with transportation, theft, display, storage of craft or activity at the festival.

- . **We Don't Allow These Because It Just Isn't Neighborly** – knives, firearms, fireworks, weapons or other dangerous items may not be displayed or offered for sale. The use of audio amplification is not permitted at booths without prior express permission of the PMS or the Vendor Market Committee.

- . **The Nitty Gritty About Your Booth** – All booth spaces are outdoors and are 10' x 10'. You have the option to purchase a double booth. They will be marked and numbered. Tent size limit is 10' x 10' or 10' x 20' (2- 10' x 10' tents) if you purchase a double booth. **NO STAKING OF TENTS IS ALLOWED** because booths are set up on a paved area. You must use weights (sand bags, concrete buckets, water jugs, etc.) or some other means to secure your tent. Tents must be weighted for wind resistance (minimum weight of 20 pounds is required) and shall be in good condition free from rips, tears, stains, worn spots.

Vendors must provide all of their own props and equipment, including tents, tables, tools, labor, chairs, lights, extension cords, signage, and anything else necessary to conduct business. The festival will provide trash containers and restroom facilities.

The vendor market will be set up on Main St. in downtown Mansfield, in the parking spots next to the street curb. The street slopes towards the curb. In other words, the street is not level. So, if this is an issue, you may want to bring something to level your tables and other items you use for your displays. No sharing of booth by multiple persons or groups allowed unless approved in advance by PMS.

Vendors are responsible for setup and breakdown of booth.

We will not have volunteers to help with unloading, loading, tent setup or to provide breaks during the event. This will be a long day with a large crowd in attendance, so please plan accordingly.

- . In any dispute, all decisions of PMS and the Vendor Market Committee are final. PMS and the Vendor Market Committee reserve the right to expel any vendor from the festival for boisterous conduct, misrepresentation of display exhibits or items sold, illegal activity, or failure to obey vendor rules and regulations. Upon signing the Vendor Application and the Rules and Regulations acknowledgement,

vendor agrees that no legal recourse can be taken if vendor violates any applicable parade rules or regulations. If a vendor's booth is removed because of a violation of any of the aforementioned rules and regulations, the PMS and the Vendor Market Committee will not be responsible for any costs expended by the vendor. We can't control the weather, and this is a rain-or-shine event. Plan accordingly. The only reason we'd cancel is if the PMS or Vendor Market Committee or local law enforcement determine that is UNSAFE to go forward. Our decision is final. **In no event will refunds be given due to festival cancellation or any other reason.**

. PMS shall have full power to interpret or amend these Rules and Regulations without further notice.

. Any questions? Please direct them to [picklequeengigi@gmail.com](mailto:picklequeengigi@gmail.com)

**Liability Waiver and Release:**

I hereby assume all responsibility for, and risks and hazards of, participation in the activity planned by myself or my organization. I understand that agreements or promises made verbally and not specifically stated and confirmed in writing as part of this document shall not be binding. I hereby indemnify, release, waive, discharge, covenant not to sue and agree to hold harmless for any and all purposes Pickled Mansfield Society, Inc. , its officials, officers, employees, sponsors, organizers, supervisors, volunteers, participants, and all other agents (collectively "PMS") from any and all liabilities, claims, demands, rights, and causes of action of whatever kind and nature, arising from and by reason of, and all known and unknown, foreseen and unforeseen bodily and personal injuries including death, damage to property, and the consequences thereof, resulting from participation in the activity that may be sustained by me and any of my employees, volunteers, agents or contractors while participating in the 2022 Pickle Parade and Palooza, including injuries and damages sustained as a result of the negligence of PMS. Once approved and payment received, there will be **NO Refunds**.

**By my signature, I certify that I have read and understand the Vendor Booth Rules and Regulations associated with the 2022 Pickle Parade and Palooza.**

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_