

DBI Festival Guidelines

These Guidelines reflect the rules, regulations and policies of Downtown Blacksburg, Inc. (“DBI”), a non-governmental, not-for-profit organization, for all DBI Festivals and Events.

General

- The Principal Contact for each organization or entity completing and signing any festival application will be responsible for ensuring compliance with these DBI Festival Guidelines by all staff, volunteers and individuals present and participating at any festival on behalf of the vendor, exhibitor or organization.
- The Principal Contact must be present at the festival or otherwise available by telephone during all festival operational hours.
- If the Principal Contact will not be present at the festival for any portion of the festival, the Principal Contact shall provide to DBI the full name and contact information for a responsible person who will be present at the festival to respond in person to any need that should arise during the festival.
- Subletting of booth spaces will not be permitted at any event.

Food, Beverage and Merchandise Vendor and Merchant Exhibitor Logistics

- Vendors and exhibitors must vend and have their booths, tents or exhibitor spaces fully staffed and open for festival patrons during the entirety of each festival’s operating hours, regardless of weather conditions or festival attendance, unless the festival is suspended by DBI, in its sole discretion.
- Vendors and exhibitors may purchase up to two booth spaces at each festival.
- Vendor booths and exhibitor spaces may not be subdivided or shared between separate vendors or exhibitors.
- Vendor booths and exhibitor spaces may be occupied and used by only the organization or entity that contracted for the booth or exhibitor space. No assignment of booths or spaces is allowed.
- Vendors and exhibitors are encouraged to minimize use of printed materials and to utilize recycled-content, soy-based inks and 2-sided copies.
- Vendors and exhibitors must provide their own booths, displays, tents, tables and chairs. If an activity is provided, all necessary equipment is the responsibility of the vendor or exhibitor.
- Each vendor and exhibitor is responsible for the construction, set-up, staffing and take-down of the vendor’s booth, tent or exhibitor space.
- Vendors and exhibitors must contain all activities and offerings, including give-aways, games and contests, to within the booth or exhibitor space(s) purchased from DBI.
- No cords, tables, stands or displays of any type may be placed in pedestrian walkways.
- No merchandise may be placed along sidewalk areas within a festival venue or event site.

- There is a separate \$10 fee for electricity and each vendor is limited to 300 watts of power. The Fire Department will only allow UL approved heavy duty one-outlet extension cords or power strips with built-in cut off/breaker.
- Vendors requiring electricity must provide their own electrical cords of sufficient length and with approved cord protectors. Placement of cords shall be at the sole discretion of DBI and the Fire Department.
- Food and beverage vendors must have fire extinguishers with current inspection certificates.
- Food and beverage vendors using propane and compressed gas cylinders must have such tanks or cylinders secured to the vendor's facilities in an upright position.
- No sound systems, speakers or amplifiers are allowed for product sales or demonstration.
- Any speakers or music systems used for music within a vendor booth or exhibitor space must not be audible outside the booth or exhibitor space.
- No generators are allowed other than as approved in advance for food and beverage vendors.
- Food and beverage vendors requiring the use of disposable containers are encouraged to use products that are bio-based, made of recycled-content, compostable, or recyclable. DBI will provide recycling/composting stations throughout the festival area and display signage at your booth to remind customers to use those facilities. Styrofoam products are not allowed at Summer Solstice and largely discouraged at other festivals.
- DBI does not provide parking or parking fees for any organization or entity, or any of their staff, volunteers or participating individuals, during any festival.

Vended Items & Give-Aways

- T-shirt give-aways or sales are allowed by special arrangements with DBI and must be approved in writing in advance of the festival.
- Vendors and exhibitors may sell or give away only merchandise, goods or services ordinarily available in or offered through their businesses, or that otherwise promote only the goods or services ordinarily available in or offered through their businesses.
- All arts and crafts must be handmade by vendors. Commercially produced buy/sell merchandise will not be accepted or allowed. Violators will be asked to withdraw their buy/sell wares and will forfeit participation in future festivals.
- Vendors or exhibitors offering give-aways, raffles, games or contests must secure approval from DBI in advance with their application and shall be solely responsible for ensuring that such give-aways, raffles, games or contests are in compliance with any and all applicable laws. **APPROVAL BY DBI FOR INCLUSION OF THE GIVE-AWAY, RAFFLE, GAME OR CONTEST IS NOT A STATEMENT ON COMPLIANCE WITH LAW.**
- No political promotions are permitted.
- Food and beverages, including bottled water, may be provided only by approved food and beverage vendors who also are members of DBI and only from designated vendor booths, tents or spaces. No outside food vendors will be accepted.
- Vendors and exhibitors are solely responsible for determining and paying applicable sales tax on their goods sold.
- Vendors and exhibitors are solely responsible for ensuring that their goods and merchandise do not infringe upon the intellectual property rights of third parties and assume any and all liability for the same.

Prohibited Items

The following items are **prohibited** at all times within a festival venue or event site:

- Illegal drugs, drug paraphernalia or other controlled substances prohibited by federal or state law within Virginia. Any prescription medications must match name of prescription holder's legal ID card.
- Smoking or vaping, other than within designated smoking areas.
- Weapons of any kind except those required to be allowed on public properties, and then only in compliance with federal, state or local laws and ordinances on public properties.
- Fireworks of any kind or size.
- Glass bottles or containers of any kind.
- Alcohol, other than as provided by approved festival vendors within designated areas.
- Unlicensed vending.
- Open fire or flames, other than as provided by approved festival vendors within designated areas.
- Propane tanks or cylinders greater than one pound other than for designated food and beverage vendors.
- Unleashed, uncontrolled or aggressive pets; others, including properly registered and identifiable service animals, allowed in accordance with Town Code.
- Drones of any size.
- Paper Lanterns (aka Peace Lanterns, Sky Lanterns, or other floating lanterns).
- Helium or other pressurized gas tanks, other than as approved for food and beverage vendors.
- Generators, other than as approved for food and beverage vendors.
- Totems, flags or signs mounted on any stick, board, pipe or other structure that are not part of a booth set up approved in advance by DBI.
- Helium balloons.
- Offensive Items — DBI reserves the right, in its sole discretion, to prohibit the display, use, sale or exhibition of any item that DBI deems to be offensive or has the effect of disparaging or discriminating against anyone on the basis of race, color, nation origin, sex, religion, age or sexual orientation.

Legal

- All festival sponsors, participants, vendors, exhibitors and attendees must comply with all federal, state and local laws, ordinances and regulations at all times.
- Vendors and exhibitors are individually responsible for ensuring and maintaining compliance with Health Department and Fire Marshall rules and regulations applicable to their booths, products and services.
- Vendors and exhibitors are individually responsible for ensuring that they are properly licensed and permitted by law to offer the goods, services and/or give-aways offered or promoted at the festival.
- DBI reserves the right to refuse any application for festival sponsorship or participation at any time for any reason. If such refusal is made upon the application itself, a full refund of

any fee or amount paid for the festival for which refusal is made will be given.

- DBI is not responsible for lost, stolen or damaged goods, injuries to persons, and does not provide any guarantee or insurance against the risk of loss, damage or injury to person or property.
- The DBI Events website will be used to list festival policy updates, festival information and promotions.
- The Principal Contact for each organization shall ensure, and by signing below attests to DBI, that all representatives, staff and volunteers of such organization who will be present on the festival site will have read and agreed to these DBI Festival Guidelines.
- DBI reserves the right, at all times and in the sole and absolute discretion of DBI management or festival event organizers, either to deny any person – including attendees, sponsors, vendors, exhibitors or participants - entry into, or to eject any such person from, a festival venue and/or event site for violation of any DBI Festival Guidelines, in which case no refund or any amounts paid by such person or organization shall be given.
- These DBI Festival Guidelines may be updated or modified from time to time, with or without notice and posted on DBI's website and maintained at all festival administrative tents or booths.
- Sponsor and Participant fees are non-refundable once applications are approved by the DBI Festival Committee.
- Sponsors, vendors, exhibitors and Community Partners, and all of their agents, representatives and volunteers shall hold harmless, indemnify and defend DBI, and all of its agents, employees and representatives, from and against any and all claims, costs and potential liabilities, including attorneys' fees, arising from the participation, conduct or affairs of the sponsor, vendor, or exhibitor at any DBI festival.

Detach and Return Below

By signing below, the undersigned Principal Contact acknowledges on behalf of the organization for which he/she is signing that he/she has read and understands the DBI Festival Guidelines, that he/she has the authority to bind the organization for which he/she is signing, and that he/she shall be personally responsible for ensuring compliance by all representatives of the organization with the DBI Festival Guidelines.

Printed Name _____

Address _____

Organization _____

Signature _____

Date _____