



September 8-10, 2023 | Downtown Georgetown |  
P.O. Box 676, Georgetown, KY 40324  
[www.festivalofthehorse.org](http://www.festivalofthehorse.org)

January 27, 2023

Dear Potential Vendor,

We appreciate your interest in participating in the Annual Festival of the Horse located in Historic Downtown Georgetown, Kentucky. This year's Festival is scheduled for **September 8 – 10, 2023** with live music, activities, vendors, street entertainment, and other family fun are scheduled for the weekend.

Booth spaces will once again be offered on both sides of Main Street from Mulberry to Broadway. **New and returning vendors must submit their applications and full payment no later than April 15, 2023.** At that time, returning vendors who wish to retain their space(s) from the previous year or change locations will be assigned their first choice of spaces (on a first come, first serve basis), provided the requested space is available and suitable. On **April 16**, all unreserved booth spaces will be assigned to new vendors in the order in which their applications were received and approved. Whenever possible, the Festival Committee will attempt to locate booths in requested locations, but no guarantees are made. Once your application has been approved, you will receive a letter with space(s) assignment, map and receipt. Those not accepted will be notified in writing and will receive a complete refund. Please be aware that space assignments are subject to change at the sole discretion of the Festival of the Horse Committee. \*In the event the Festival of the Horse is canceled due to Covid-19 a refund will be issued to paid vendors.

We have 3 categories of booths this year: artistic & craft, food, and commercial. In addition to vendor applications for each category, an Acceptance Agreement and Policies and Procedures document are attached to this letter for your review. You can send your booth's application, payment and photographs to: Festival of the Horse, P.O. Box 676, Georgetown, KY 40324. All applications will be reviewed carefully to ensure there is not excessive duplication in vendor products offered.

We appreciate your continued support and hope that this year's Festival of the Horse is the best one yet. If you have any questions, please call the Festival of the Horse Committee at 502-863-2547. Questions can also be emailed to [gtownhorsefestival@gmail.com](mailto:gtownhorsefestival@gmail.com). All information including applications, vendor criteria, policies and procedures, etc. can be viewed at [www.festivalofthehorse.org](http://www.festivalofthehorse.org).

Sincerely,

*Lori A. Saunders*

Lori Saunders

Festival of the Horse Committee



### Additional Vendor Information:

- Exhibitors must submit **3 photographs** of the items to be sold, as well as a photograph of the booth. All items must be hand crafted by the vendor. No flea market or commercially produced items.
- Craft vendors who do not have their own general liability insurance may be applicable for coverage after completing the attached Assumption of Risk, Release of Liability and Indemnification Form.
- Crafters may share a booth, but each is required to submit photographs.

### Vendor Checklist:

\_\_\_\_\_ Yes, I have completed and submitted the Application, payment, pictures and menu items (if applicable).

\_\_\_\_\_ Yes, I have read, understand and agree with the Rules and Regulations.

\_\_\_\_\_ Yes, I have completed and submitted the Acceptance Agreement.

\_\_\_\_\_ Yes, I have attached a copy of the Certificate of Insurance (if applicable).

\_\_\_\_\_ Yes, I have signed and submitted the Assumption of Risk, Release of Liability and Indemnification form

To be considered for the festival, the entire application and check <b>must be received by April 15, 2023.</b>	<b>Make checks payable to</b> Festival of the Horse P.O. Box 676 Georgetown, KY 40324	<b>Contact information:</b> 502-863-2547 <a href="mailto:gtownhorsefestival@gmail.com">gtownhorsefestival@gmail.com</a> <a href="http://www.festivalofthehorse.org">www.festivalofthehorse.org</a>
<b>Please be advised:</b> If accepted, checks will be deposited on <b>July 1, 2023</b> . If denied, checks will be mailed back to the applicant after July 1, 2023.		

## **2023 Festival of the Horse Vendor Policies and Procedures**

1. The Festival of the Horse is organized, produced and promoted by the Festival of the Horse Committee, a Subcommittee of the Georgetown/Scott County Tourism Commission, which together will hereinafter be referred to as the Organizers.
2. New and returning vendors must submit their applications and payment no later than April 15, 2023. At that time, returning vendors who wish to retain their space(s) from the previous year or change locations will be assigned their first choice of spaces (on a first come, first serve basis), provided the requested space is available and suitable. New vendors will be assigned spaces in the order in which their applications were received and approved. The Organizers will do their best to place vendors in their first choice of location, but no guarantees are made. No vendor may assign, sublet, or apportion any part of a space without prior approval from the Organizers.
3. Booth spaces consist of space only. Tents, tables, chairs, electrical cords, water hoses, etc. are the responsibility of the vendor. Booth size is **10' wide by 10' deep**. This is the TOTAL footage and EVERYTHING must be contained in the assigned space, INCLUDING SIGNS, as well as the tongue and awnings of trailers.
4. All vendors are responsible for maintaining comprehensive general liability insurance, pertinent licenses or permits, and applicable taxes. *Craft vendors who do not acquire their own general liability insurance may be applicable for coverage after completing the attached Assumption of Risk, Release of Liability and Indemnification Form.* For those who do have their own coverage, a current Certificate of Insurance must be submitted with vendor application and must include:
  - A minimum of \$1,000,000.00 in coverage, for each occurrence and aggregate.
  - The Georgetown/Scott County Tourism Commission, Festival of the Horse Committee, Georgetown Main Street, and City of Georgetown designated as additional insured.
  - Coverage for the dates of the Festival of the Horse, Sept. 8-10, 2023
5. All vendors must also submit a completed Assumption of Risk, Release of Liability and Indemnity form (included herein) releasing the Georgetown/Scott County Tourism Commission, Festival of the Horse Committee, City of Georgetown, Kentucky, volunteers and sponsors from any liabilities.
6. Trailers and food trucks need to be **IN PLACE BY NOON** on Friday, September 8. Other vendors may begin setting up at 1:00 p.m., NO EARLIER without permission! All vehicles must be moved immediately after unloading and before 3:00 p.m. Vendors must be in their space(s) by 4:00 p.m. or risk forfeiture of their space. The Organizers will not hold, guard, or guarantee space after 4:00 p.m. on Friday. No drilling or defacing the streets or sidewalks by anchors will be permitted.
7. The Festival officially opens at 4:00 p.m. on Friday, September 8, 2023. **Festival hours are Friday, 4:00 p.m. to 10:00 pm, Saturday, 11:00 am to 10:00 pm and Sunday 11:00 am to 5:00 pm.** Vendors must be present, RAIN OR SHINE, in their booths and must remain open until 8:00 p.m., Friday and Saturday and 5:00 p.m., Sunday. **NO EXCEPTIONS!** Vendors are encouraged to stay open later than 8:00 p.m. on Friday and Saturday. Vendors leaving earlier than allotted time will not be eligible to participate in future festivals. Booths and merchandise must be removed as quickly as possible on Sunday beginning at 5:00 pm. Main Street reopens to traffic at 8:00 pm on Sunday, September 10, 2023. Vendors are responsible for cleaning up their area after teardown.
8. For public health, safety and welfare, motorized vehicles are not allowed into the festival area during working festival hours. **NO EXCEPTIONS!** Vendors will be allowed to enter the festival area with motorized vehicles no earlier than 10:30 p.m., and no later than 10:00 a.m. before festival hours to restock booths. Auto and supply vehicles must be parked in a designated separate area.

9. Political campaigning, profanity and inappropriate merchandise are not allowed from any vendor booth or those working the booth.
10. If accepted as a vendor by the Organizers, checks will be deposited on **July 1, 2023**. If denied, checks will be mailed back to the applicant after July 1, 2023.
11. Minimum security will be provided. Neither the Organizers, nor the City of Georgetown, Kentucky is responsible for any loss or damage incurred to the exhibitor's property. Organizers highly recommend that vendors pack and/or secure any products overnight.
12. Should an act of God/terrorism/Mother Nature/or Community disasters including airborne infestations such as Covid-19 occur the Organizers in consultation with City of Georgetown officials including, but not limited to, the Police Department, Fire Department, Public Works, Emergency Management and Local Health Departments following State Guidance, and the Centers for Disease Control and Prevention (CDC) will make all decisions regarding the Festival based on safety first. The Georgetown/Scott County Tourism Commission, Festival of the Horse Committee, the City of Georgetown, Kentucky, and the Scott County Fiscal Court cannot accept the risk of disaster for everyone. Each participant and vendor must accept the risk of loss of his or her entry fee in the event that the Organizers for any reason cancel the Festival. There will be NO REFUNDS in the event that the Festival is canceled due to incidents beyond the control of the Organizers such as outlined above. The money paid to rent booth space is spent producing and promoting the event. The Organizers have ordered and are liable to pay for supplies, rentals and services needed to produce this event, regardless of the outcome. Production and promotional costs include, but are not limited to marketing, entertainment, stage, lighting, insurance, public sanitation, and permits. **\*\*Due to COVID-19, payments will be deposited after July 1 when the final decision regarding the Festival of the Horse is made. If the Festival of the Horse is canceled prior to July 1, a full refund will be issued to all paid vendors. \*\***
13. The Festival of the Horse will comply with all COVID-19 recommendations that are in effect at the time of the event including the practice of social distancing, wearing of masks and other personal protective equipment (PPE), and sanitizing. The Festival of the Horse will be following guidance from Local Health Departments, State Guidance, and the Centers for Disease Control and Prevention (CDC) regarding large gatherings, including [CDC recommendations](#) on preventing the spread of COVID-19.
14. All volunteers, vendors, participants, and spectators will be required to abide by the established protocols. Specific requirements for both volunteers, participants, and spectators will be shared in advance of the event via the Festival of the Horse website, the Festival of the Horse Facebook page, and event emails to registered participants.
15. There will be no refunds for vendor cancellations after August 1, 2023

## **2023 Festival of the Horse Acceptance Agreement**

ONCE ACCEPTED BY THE FESTIVAL OF THE HORSE, AND AS AN EXPRESS CONDITION OF PARTICIPATION IN THE FESTIVAL, APPLICANT HEREBY AGREES:

- A. To store products and merchandise at my own risk without exceptions or limitations.

- B. To supply tent(s), trailer, tables, chairs, extension cords and any other equipment necessary to participate as a Vendor at the Festival.
- C. To comply with all representations of this application, rules and regulations, policies and procedures, and all the conditions and deadlines set forth in the informational packet, which are hereby incorporated into this Agreement by reference. Applicant further acknowledges and agrees that if Applicant or its agents fail to comply with or satisfy any of the terms or conditions of this Agreement, including the incorporated materials, Organizers shall have the right to terminate Applicant's participation as a Vendor at the Festival and order its booth closed and shut down. In this case all entry fees would be forfeited.
- D. To attach a Certificate of Insurance with a minimum of \$1,000,000.00 liability, and to complete, sign and submit the Assumption of Risk, Release of Liability and Indemnity Form releasing the Georgetown/Scott County Tourism Commission, Festival of the Horse Committee and the City of Georgetown, Kentucky from any and all liabilities. The Assumption of Risk, Release of Liability and Indemnification Form is incorporated into this Agreement by reference.
- E. To properly dispose of all trash and waste within the containers made available by the Festival of the Horse and to remove all equipment in a timely manner at the conclusion of the Festival. Applicant agrees to pay for any expenses incurred as a result of not fully cooperating with the Organizers.
- F. Should an act of God/terrorism/Mother Nature/or Community disasters including airborne infestations such as Covid-19 occur the Organizers in consultation with City of Georgetown officials including, but not limited to, the Police Department, Fire Department, Public Works, Emergency Management and Local Health Departments following State Guidance, and the Centers for Disease Control and Prevention (CDC) will make all decisions regarding the Festival based on safety first. The Georgetown/Scott County Tourism Commission, Festival of the Horse Committee, the City of Georgetown, Kentucky, and the Scott County Fiscal Court cannot accept the risk of disaster for everyone. Each participant and vendor must accept the risk of loss of his or her entry fee in the event that the Organizers for any reason cancel the Festival. There will be NO REFUNDS in the event that the Festival is canceled due to incidents beyond the control of the Organizers such as outlined above. The money paid to rent booth space is spent producing and promoting the event. The Organizers have ordered and are liable to pay for supplies, rentals and services needed to produce this event, regardless of the outcome. Production and promotional costs include, but are not limited to marketing, entertainment, stage, lighting, insurance, public sanitation, and permits. **\*\*Due to COVID-19, payments will be deposited after July 1 when the final decision regarding the Festival of the Horse is made. If the Festival of the Horse is canceled prior to July 1, a full refund will be issued to all paid vendors. \*\***
- G. The Festival of the Horse will comply with all COVID-19 recommendations that are in effect at the time of the event including the practice of social distancing, wearing of masks and other personal protective equipment (PPE), and sanitizing. The Festival of the Horse will be following guidance from Local Health Departments, State Guidance, and the Centers for Disease Control and Prevention (CDC) regarding large gatherings, including [CDC recommendations](#) on preventing the spread of COVID-19.
- H. All volunteers, vendors, participants, and spectators will be required to abide by the established protocols. Specific requirements for both volunteers, participants, and spectators will be shared in advance of the event via the Festival of the Horse website, the Festival of the Horse Facebook page, and event emails to registered participants.

- I. The undersigned has read, understands and will comply with all rules and regulations as outlined in the Agreement, including the materials incorporated herein by reference.

**Assumption of Risk, Release of Liability and Indemnification Form – 2023**

In consideration of being permitted to take part in the Festival of the Horse, Applicant does hereby voluntarily assume all risks associated with participation in the Festival of the Horse and related activities, whether known, unknown, or reasonably foreseeable, including the risk of injury, illness, damage, loss, death, and economic harm. Applicant also does hereby release, covenant not to sue, and forever discharge Georgetown/Scott County Tourism Commission, Festival of the Horse Committee, Georgetown/Scott County Parks and Recreation, the City of Georgetown, Kentucky, the Scott County Fiscal Court, and its officers and agents, and all sponsoring organizations and their directors, employees, sponsors, agents and volunteers (the “Released Parties”), from any and all claims, liabilities, losses, damages, expenses, accidents and occurrences (including attorney fees) arising out of, or in connection with the performance of the Festival of the Horse Participation Agreement, activities associated with the Festival or arising out of Applicant(s) participation in the Festival of the Horse. Applicant does further agree to indemnify, defend, and hold each of the Released Parties harmless from and against any and all such claims, liabilities, losses, damages, expenses, accidents and occurrence.

**Applicant’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_