



## **TERMS AND CONDITIONS 2021 CRAFTED Passport Program**

The above shall hereinafter be referred to as the Event.

WHEREAS, the Event Vendor desires to participate in the Event as part of the 2021 Saint Paul Winter Carnival;

WHEREAS, the Foundation presents a community festival known as the 2021 Saint Paul Winter Carnival and desires to include the Event in the festival;

NOW, THEREFORE, BASED ON THE MUTUAL AGREEMENTS OF THE PARTIES IN THIS CONTRACT, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS;

1. This agreement shall commence on the date of the execution.
2. The Event Vendor agrees to provide the Foundation with all accurate promotional information, as well as changes or updates as they occur. Review the website [www.wintercarnival.com](http://www.wintercarnival.com) and the Winter Carnival mobile app to check for the accuracy of information. Changes can be made regularly. Contact Alyssa at [aolson@spfhf.org](mailto:aolson@spfhf.org) to make the updates.
3. The Event Vendor agrees to offer a product discount to passport users, as committed in the participant application.
4. The Event Vendor agrees to identify the Event as being held in conjunction with the Saint Paul Winter Carnival in all advertising, promotions, and publicity. The Event Vendor is allowed the use of "Official Event" in its identification but cannot use "sponsored by" in any form. All advertising, promotions, and publicity shall include reference to the Event as an Official Winter Carnival Event and use the designated Saint Paul Winter Carnival Logo. The Event Vendor also recognizes that nothing contained in this Agreement gives the Event Vendor any interest or property rights in the logo, except the right to use them as set forth herein.
5. The Event Vendor agrees to submit a COVID-19 Preparedness Plan if the event will be held in-person. The Foundation will be closely monitoring the current health situation. No refunds will be offered if the Event Vendor voluntarily chooses to cancel their participation less than 3 weeks prior to the event date due to health concerns. If the Minnesota Department of Health determines that the event cannot be held safely in person and a virtual event is not viable, at any point prior to the event date, the Foundation will offer the Event Vendor a full refund.
6. The Event Vendor voluntary agrees to assume all risks and accept sole responsibility for any illness, including, but not limited to, COVID-19, event attendees may experience or incur in



connection with participating in the event. The Event Vendor hereby releases, covenant not to sue, discharge, and hold harmless SPFHF, Board, representatives from all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of relating thereto. Event sponsor understands and agrees that this release includes any claims based on the actions, omissions, or negligence of the SPFHF, Employees, Board, representatives, volunteers, and other participants whether an illness, including but not limited to, COVID-19, infection occurs before during or after participation in the event.

### **Saint Paul Festival and Heritage Foundation Rules for use of the following;**

- Saint Paul Winter Carnival Logo
  - The Coolest Celebration on Earth!™
  - CRAFTED: *A Winter Carnival Craft Drink Experience*
1. With respect to the tag line “The Coolest Celebration on Earth!™” there must be a legible TM next to “!” in the copy.
  2. With respect to the Saint Paul Winter Carnival logo, there must be a legible TM next to the logo on the right.
  3. Any use of the trademark logos and the tagline must have granted permission from the Foundation. The Coolest Celebration on Earth!™ is property of the Saint Paul Festival and Heritage Foundation. Any parties in violation of these rules may face disciplinary action.
  4. The Foundation must proof all Event signage and marketing materials used for associated programs including brochures, flyers, etc.

2021 Saint Paul Winter Carnival will appear on all prizes presented as part of this program. All advertising, promotions, and publicity are subject to Foundation approval; such approval shall not be unreasonably withheld. The Foundation will aid the Event Vendor by providing certain promotional materials. These materials shall include but not be limited to:

- a. Official Saint Paul Winter Carnival event sanctioning and the right to use the Carnival's name and logo in promotions.
  - b. Logo artwork for Winter Carnival identification.
  - c. Listing in the Foundation's official Saint Paul Winter Carnival Event Schedule.
  - d. Inclusion in media updates during the 2021 Winter Carnival.
  - e. Inclusion on Official Winter Carnival schedule submitted to media outlets.
  - f. Event listing on [www.wintercarnival.com](http://www.wintercarnival.com)
7. The Event Vendor is responsible for any necessary funding in conjunction with production of the Event. The Event Vendor may seek funding for the event through business sponsorships, but such sponsors will not be considered a Winter Carnival sponsor and will not be entitled to any Winter Carnival benefits associated with that status. Such business sponsorship is subject to Foundation approval and an addendum to this agreement.



The Coolest Celebration on Earth

8. The Event Vendor agrees, in the event that any claims are brought, or actions filed against the Foundation with respect to the Event, or due to any actions on the part of the Event Vendor, that the Foundation may employ attorneys of its own selection to appear and defend the claim or action on behalf of the Foundation, at the expense of the Event Vendor. The Foundation at its option shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions brought against the Foundation. Event Vendor shall indemnify the Foundation for any damages imposed in any such action.

9. The Event Vendor shall give written notice to the Foundation of any act or occurrence involving a liability or claim which the Foundation may be obligated to defend against, within ten (10) days by certified mail after the occurrence of such act has come to the Event Vendor's knowledge. In the event of a failure to give notice to the Foundation by the Event Vendor, as therein before set forth, any loss to the Foundation resulting from said failure to give notice by the Event Vendor to the Foundation shall be reimbursed and paid for by the Event Vendor.

10. The Event Vendor agrees to reimburse the Foundation for any necessary expenses including attorney's fees or costs incurred in the enforcement of any part of this Indemnity Agreement thirty (30) days after receiving written notice that the Foundation has incurred said expenses.

11. The Event Vendor further agrees to abide by guidelines set forth by the State of Minnesota and the Minnesota Health Department in relation to safe operation of their business during the COVID-19 pandemic.

12. Event Vendor is required to maintain a reasonable commercial general liability policy with respect to operations as its place of business.