

## A TASTE OF VALDOSTA VENDOR REGULATIONS

### (1) USE OF PARTICIPATING RESTAURANT'S TASTING CENTER

- (A) Each Participating Restaurant agrees to furnish an adequate number of portions of its food items during all scheduled hours of this event.
- (B) Each Participating Restaurant shall sell food items at its tasting center **only** in exchange for food tokens, with each token representing \$.50. The Participating Restaurants must accept all valid food tokens presented to it in exchange for food items. No food items shall be sold at a tasting center for cash, and no Participating Restaurant may barter food with another Participating Restaurant.
- (C) No Participating Restaurant shall use noise-making devices or public address systems at its tasting center.
- (D) Each Participating Restaurant shall provide adequate personnel for the operation of its tasting center during the normal operating hours of this event as set by Quota. No less than two and no more than four people may work in any one tasting center at any given time.
- (E) Each Participating Restaurant shall, at its own cost, comply with all laws, ordinances, decrees, orders, rules and regulation of any lawful authority, agency or governmental unit, which apply to said Participating Restaurant's tasting center, including, and without being limited to, such building, fire, health and safety regulations which shall apply. Further, each Participating Restaurant shall indemnify and hold harmless Quota International of Valdosta, Inc., its officers, directors, members, employees, representatives, and agents, from any fines, penalties, costs, expenses or damages which are incurred due to said Participating Restaurant's failure to comply with applicable laws, ordinances, decrees, orders, rules and regulations.
- (F) No person who is employed by a Participating Restaurant to work in said Participating Restaurant's tasting center shall consume any alcoholic beverages of any kind whatsoever while on the premises of the conference center for the purpose for working in said Participating Restaurant's tasting center.

### (2) CARE OF TASTING CENTER

- (A) Each Participating Restaurant shall maintain its tasting center in a neat, safe and orderly condition during this event. All Participating Restaurants shall remove all rubbish and trash from its tasting center on a regular basis during this event and deposit such materials in the receptacles provided for that purpose.
- (B) Each Participating Restaurant shall surrender such tasting center to Quota at the end of this event in the same condition as when the Participating Restaurant initially occupied the tasting center. The Participating Restaurant shall be solely liable for any damages done to its tasting center during its occupancy thereof by its employees, patrons or guests, and shall pay to Quota such sums as shall be sufficient to restore such tasting center to the same condition as when it was initially occupied by the Participating Restaurant.

### (3) STAGING AREA

Each Participating Restaurant shall be responsible for receiving and storing its food and related items for this event.

### (4) INDEMNIFICATION

- (A) Neither Quota, the city of Valdosta, or Lowndes County shall be liable for any loss or damage to the property of the Participating Restaurant or the property of its representatives, employees, agents, patrons or guests due to fires, robbery, accidents or any other cause whatsoever which may arise from the Participating Restaurant's use or occupancy of its tasting center or its participation in this event. The Participating Restaurant agrees to indemnify and hold harmless Quota, its representatives, employees, agents, officers and members against any and all loss or claims of any person whomsoever which loss or claim arises from the acts or omissions of the Participating Restaurant, its owners, operators, agents, servants, or employees.

- (B) Quota accepts no responsibility for the condition or quality of any food items served by any Participating Restaurant during this event. The Participating Restaurant shall be solely responsible for the condition and quality of any and all food items which it serves, and agrees to indemnify and hold harmless Quota, its representatives, employees, agents, officers and members against any and all loss or claims of any persons whomsoever, which loss or claim arises or is alleged to arise from the ingestion of any food item served or sold by a Participating Restaurant during this event.

(5) OBSTRUCTION OF PROPERTY OR FAILURE TO HOLD "A TASTE OF VALDOSTA"

- (A) If the Participating Restaurant's tasting center shall be destroyed by fire, acts of God, or any other cause beyond the reasonable control of Quota, or if any circumstances, including strike or other labor difficulty, riot or other civil tumult beyond the reasonable control of Quota shall prevent or hinder the Participating Restaurant from occupying its tasting center, then the Participating Restaurant shall be entitled to a refund of the booth deposit paid by the Participating Restaurant to reserve said tasting center after Quota deducts therefrom the reasonable overhead expenses incurred by Quota in connection with such tasting center.
- (B) If the Participating Restaurant's tasting center is destroyed by some cause which could have reasonably been prevented by Quota or if other circumstances within Quota's reasonable control shall prevent the Participating Restaurant from occupying its tasting center, then the Participating Restaurant shall be entitled to a full refund of the booth deposit paid by the Participating Restaurant to reserve its tasting center. Regardless of the cause of the failure of Participating Restaurant to occupy its tasting center, each Participating Restaurant releases Quota, its representatives, employees, agents, officers, and members from any and all claims for damages which might arise in consequence of the Participating Restaurant's failure to participate in this event.
- (C) In the event that this event is not held for any reason whatsoever other than a reason specified in paragraph 10(A) above, the Participating Restaurant releases Quota, its representatives, employees, agents, officers and members from any and all claims for damages which might arise in consequence of the failure of this event to take place.

(6) SUBLETTING OR ASSIGNMENT

The Participating Restaurant shall not sublet, assign or donate its tasting center, in whole or in part, without first obtaining the written consent of Quota.

(7) TERMINATION

- (A) Quota may at its election terminate the agreement between itself and any Participating Restaurant at any time upon the breach by said Participating Restaurant of any of the terms, provision and conditions set forth in said agreement. Upon and after any such termination, the Participating Restaurant shall have no rights and Quota shall have no obligations under the terms of said agreement. Upon such termination, Quota may retain as liquidated damages all of any portion of the booth deposit paid by the Participating Restaurant under the terms of its agreement and may, in its sole discretion, permit the use of the previously reserved booth space by some other Participating Restaurant.
- (B) In the event that a Participating Restaurant terminates its agreement with Quota and fails to participate in this event, Quota has no obligation to refund the booth deposit.