

NOLA CIGAR FESTIVAL

2027 VENDOR PARTICIPATION AGREEMENT

This Vendor Participation Agreement (“Agreement”) is entered into between **NOLA Cigar Festival** (“Festival,” “Organizer,” or “NCF”) and the undersigned vendor (“Vendor”) for participation in one or more official events of the **6th Annual NOLA Cigar Festival**, taking place **April 15–17, 2027, in New Orleans, Louisiana** (“Festival Weekend”).

This Agreement applies only to the specific event(s) selected and approved below.

1. VENDOR INFORMATION

Business/Company Name: _____

DBA (if applicable): _____

Primary Contact: _____

Mailing Address: _____

City/State/ZIP: _____

Phone: _____

Email: _____

Website: _____

Social Media: _____



2. VENDOR CATEGORY

Select all that apply:

- ☐ Cigar/Tobacco
- ☐ Cigar Accessories
- ☐ Food/Culinary
- ☐ Alcohol/Beverage
- ☐ Non-Alcoholic Beverage
- ☐ Apparel/Fashion
- ☐ Art/Merchandise
- ☐ Lifestyle/Health & Beauty

- ☐ Professional Services
☐ Other: _____

Description of products/services to be displayed or sold:

Only products and services approved by NCF may be displayed, promoted, sampled, distributed, or sold during Festival Weekend. NCF reserves the right to require removal of any unapproved product, signage, promotion, or activity.

3. EVENT PARTICIPATION SELECTION

Vendor is applying to participate in the following official 2027 NOLA Cigar Festival event(s):

- ☐ **Black & Gold Ball**
☐ **NCF Family Reunion**
☐ **Sip & Smoke**
☐ **All Three Events**

Participation in one event does not automatically grant Vendor access to or participation in another event. Each selected event is subject to NCF approval, availability, applicable Vendor fees, space limitations, venue restrictions, and event-specific requirements.

NCF Approved Event(s):

- ☐ Black & Gold Ball
☐ NCF Family Reunion
☐ Sip & Smoke

Approved By: _____

Date: _____

4. EVENT INFORMATION

Festival: 6th Annual NOLA Cigar Festival

Festival Dates: April 15–17, 2027

Location: New Orleans, Louisiana

BLACK & GOLD BALL

Date: _____
Venue: _____
Vendor Check-In: _____
Setup Time: _____
Event Hours: _____
Breakdown Time: _____

NCF FAMILY REUNION

Date: _____
Venue: _____
Vendor Check-In: _____
Setup Time: _____
Event Hours: _____
Breakdown Time: _____

SIP & SMOKE

Date: _____
Venue: _____
Vendor Check-In: _____
Setup Time: _____
Event Hours: _____
Breakdown Time: _____

Vendor agrees to comply with all setup, operating, and breakdown schedules communicated by NCF for each event in which Vendor is approved to participate.

5. VENDOR SPACE & FEES

Vendor fees may vary based on the event(s), Vendor category, space requirements, and selected package.

Black & Gold Ball Vendor Fee: \$ _____

NCF Family Reunion Vendor Fee: \$ _____

Sip & Smoke Vendor Fee: \$ _____

Three-Event Package Fee (if applicable): \$ _____

Additional Equipment/Services: \$ _____

TOTAL VENDOR FEE: \$ _____

Deposit/Initial Payment: \$ _____

Remaining Balance: \$ _____

Balance Due Date: _____

Vendor space is not confirmed until NCF has received the signed Agreement, required payment, and all required documentation.

Unless otherwise stated in writing, Vendor fees are non-refundable.

Vendor may not assign, share, sublicense, sell, or transfer its space to another business without prior written approval from NCF.

6. SPACE ASSIGNMENT

NCF retains sole discretion regarding Vendor placement and booth assignments at each event.

NCF may modify an event layout or relocate a Vendor when reasonably necessary for safety, operations, sponsorship obligations, venue requirements, attendance flow, or overall guest experience.

Vendor acknowledges that participation in multiple events does not guarantee the same booth location, booth size, configuration, visibility, or amenities at each event.

Specific placement, neighboring Vendors, traffic levels, visibility, and sales performance are not guaranteed.

7. BOOTH APPEARANCE & PROFESSIONAL STANDARDS

The NOLA Cigar Festival is committed to providing an elevated and professional guest experience.

Vendor agrees to maintain a clean, organized, attractive, and professionally presented space throughout each event.

Vendor displays must remain within the assigned footprint unless otherwise authorized.

NCF reserves the right to require modification or removal of displays, signage, merchandise, music, activities, or materials that are unsafe, disruptive, inappropriate, inconsistent with event standards, or interfere with another Vendor, sponsor, or guest experience.

8. SALES & TAXES

Vendor is solely responsible for all sales conducted from its space and for collecting, reporting, and remitting all applicable federal, state, and local taxes.

Vendor is responsible for obtaining any sales tax registration, occupational license, permit, or other authorization required for its activities.

NCF does not guarantee Vendor any minimum level of sales, revenue, customer traffic, impressions, or return on investment.

9. LICENSES, PERMITS & LEGAL COMPLIANCE

Vendor is solely responsible for obtaining and maintaining all licenses, permits, registrations, certifications, approvals, and insurance required to legally conduct its activities.

Vendor agrees to comply with all applicable federal, State of Louisiana, City of New Orleans, venue, fire, health, safety, tobacco, alcohol, food-service, consumer-protection, and other applicable laws, rules, and regulations.

Requirements may differ among the Black & Gold Ball, NCF Family Reunion, and Sip & Smoke based on venue, activity, and products being offered.

NCF may request documentation demonstrating compliance before or during any event.

Failure to provide required documentation may result in denial of participation or removal from one or more events without refund.

10. TOBACCO & CIGAR VENDORS

Any Vendor selling, distributing, sampling, displaying, or promoting cigars, tobacco products, nicotine products, or related regulated products must comply with all applicable federal, state, and local requirements.

Vendor is solely responsible for ensuring that all tobacco products offered during Festival Weekend may lawfully be marketed, sold, sampled, and distributed in the United States.

Vendor shall comply with all applicable age-verification requirements and shall not sell or distribute tobacco products to anyone under the legal age.

Vendor is responsible for any required tobacco permits, dealer registrations, tax obligations, warning requirements, labeling requirements, FDA requirements, and other regulatory obligations applicable to its products or activities.

NCF's acceptance of a tobacco Vendor does not constitute approval, certification, or verification of the legality or regulatory status of Vendor's products.

11. ALCOHOL VENDORS

No Vendor may sell, serve, sample, or distribute alcoholic beverages without prior written authorization from NCF and all licenses or permits required by applicable authorities and the applicable venue.

Vendor is solely responsible for complying with applicable alcohol-service laws, age-verification requirements, responsible-service requirements, and restrictions imposed by NCF, the venue, or licensing authorities.

NCF may prohibit or discontinue alcohol service at any time when necessary for legal, licensing, operational, or safety reasons.

12. FOOD & BEVERAGE VENDORS

Food and beverage Vendors must comply with all applicable health department, sanitation, food-handling, fire, equipment, and temporary-event requirements.

Vendor is responsible for maintaining appropriate food temperatures, sanitary conditions, allergen practices, and safe food-handling procedures.

NCF may require copies of permits, certificates, licenses, or inspection documentation before participation.

13. AGE-RESTRICTED ACTIVITIES

Vendor understands that certain NOLA Cigar Festival events, activities, products, or areas may be restricted to adults of legal age.

Vendor agrees to follow all NCF and venue age-verification procedures and may not circumvent wristband, identification, credentialing, or other controls established by NCF.

14. INSURANCE

Vendor shall maintain insurance appropriate for its business and Festival activities.

When required by NCF or an event venue, Vendor shall provide a Certificate of Insurance evidencing commercial general liability coverage and naming the parties specified by NCF as additional insureds.

Additional insurance requirements may apply to food, alcohol, tobacco, transportation, entertainment, or other higher-risk activities.

15. LIABILITY & ASSUMPTION OF RISK

Vendor participates in Festival Weekend at its own risk.

To the fullest extent permitted by law, Vendor is responsible for its employees, contractors, representatives, products, equipment, property, displays, and activities.

NCF is not responsible for theft, loss, damage, injury, weather-related loss, interruption of business, lost revenue, or other losses sustained by Vendor except to the extent liability cannot legally be waived.

Vendor is responsible for securing its property and maintaining a safe Vendor area at each event.

16. INDEMNIFICATION

To the fullest extent permitted by law, Vendor agrees to defend, indemnify, and hold harmless NCF, its organizers, affiliates, officers, directors, employees, volunteers, contractors, venue partners, and agents from claims, liabilities, damages, losses, penalties, costs, or expenses, including reasonable attorneys' fees, arising from or relating to Vendor's products, services, employees, representatives, negligence, misconduct, breach of this Agreement, or violation of applicable law.

17. EVENT CANCELLATION, POSTPONEMENT & FORCE MAJEURE

NCF reserves the right to postpone, relocate, modify, reschedule, shorten, or cancel Festival Weekend or any individual event because of severe weather, natural disaster, governmental action, public emergency, venue unavailability, safety concern, labor disruption, civil disturbance, acts of God, or circumstances reasonably beyond NCF's control.

Cancellation, postponement, or modification of one Festival event does not necessarily constitute cancellation of the remaining events.

If such circumstances occur, NCF will determine whether applicable Vendor fees will be transferred, credited, partially refunded, or otherwise handled based upon the circumstances, contractual obligations, and costs already incurred.

NCF shall not be responsible for Vendor's travel, lodging, shipping, inventory, staffing, production, or other incidental expenses.

18. VENDOR CANCELLATION

Vendor cancellation requests must be submitted in writing.

Cancellation Deadline: _____

Cancellation/Refund Policy: _____

If Vendor has contracted for multiple events, cancellation of one event does not automatically cancel Vendor's participation in the remaining events.

Failure to attend does not automatically entitle Vendor to a refund or credit.

19. CONDUCT

Vendor and its representatives must conduct themselves professionally and respectfully.

NCF maintains the right to remove any Vendor or representative for unsafe behavior, harassment, discrimination, intoxication, illegal activity, aggressive sales practices, unauthorized solicitation, disruption of an event, violation of venue rules, or conduct reasonably determined to negatively affect NCF, its partners, or its guests.

Removal for violation of this Agreement may occur without refund.

20. SPONSORSHIP & BRAND PROTECTION

Vendor participation does not confer sponsorship status.

Vendor may not advertise itself as an “Official Sponsor,” “Official Partner,” presenting sponsor, or similar designation unless such rights have been expressly granted in writing by NCF.

Vendor may not engage in ambush marketing or create signage, activations, or promotions that falsely imply an official partnership with NCF.

NCF may establish category exclusivity for certain sponsors. Vendor agrees to comply with reasonable restrictions communicated by NCF regarding protected sponsorship categories.

21. FESTIVAL NAME, LOGO & INTELLECTUAL PROPERTY

Vendor may not use the NOLA Cigar Festival name, logo, artwork, trademarks, photographs, event names, or other intellectual property for commercial advertising, merchandise, or promotional campaigns without prior written authorization from NCF.

Approved promotional use must comply with any branding guidelines provided by NCF.

22. PHOTOGRAPHY, VIDEO & MEDIA

Vendor acknowledges that photography, video recording, livestreaming, and other media production may occur throughout Festival Weekend.

Vendor grants NCF permission to photograph or record Vendor's booth, branding, products, employees, and Festival participation and to use such event-related content for reasonable Festival marketing, promotional, archival, and media purposes without additional compensation, subject to applicable law.

Vendor is responsible for obtaining any releases necessary for individuals or intellectual property appearing in Vendor-created content.

23. ELECTRICITY, FIRE & EQUIPMENT

Vendor must receive approval before using generators, cooking equipment, open flames, heating devices, amplified sound, large electrical equipment, or other equipment presenting additional operational or safety considerations.

Vendor must comply with all applicable fire marshal, venue, electrical, and safety requirements at each event.

24. CLEANUP & PROPERTY DAMAGE

Vendor must maintain its space throughout each event and leave the area clean and free of trash, merchandise, equipment, and debris.

Vendor is financially responsible for damage caused by Vendor or its representatives to a venue, NCF property, equipment, or another party's property.

25. NO GUARANTEE OF ATTENDANCE OR RESULTS

NCF may advertise projected or historical attendance, but Vendor acknowledges that actual attendance at each event may vary.

NCF makes no guarantee regarding attendance, sales, leads, impressions, media exposure, customer engagement, or Vendor profitability.

26. TERMINATION

NCF may terminate Vendor's participation in one or more events for material breach of this Agreement, failure to make required payments, failure to provide required documentation, violation of law, unsafe conduct, or failure to comply with Festival or venue requirements.

Where immediate action is reasonably necessary for safety or legal compliance, NCF may remove Vendor without prior notice.

27. GOVERNING LAW

This Agreement shall be governed by and interpreted according to the laws of the **State of Louisiana**, without regard to conflict-of-law principles.

Any dispute regarding venue or jurisdiction shall be handled as provided by applicable law and any additional dispute-resolution terms adopted in the final Agreement.

28. ENTIRE AGREEMENT

This Agreement, together with any approved Vendor application, invoice, event selection, rules and regulations, addenda, or written amendments incorporated into it, constitutes the entire agreement between NCF and Vendor regarding Vendor's participation.

Changes must be made in writing and authorized by NCF.

29. ACKNOWLEDGMENT

By signing below, Vendor confirms that:

- Vendor has read and understands this Agreement.
- Vendor agrees to comply with all Festival and venue requirements.
- Vendor is authorized to enter into this Agreement on behalf of the business identified above.
- Vendor accepts responsibility for obtaining all licenses, permits, insurance, and regulatory approvals applicable to its participation.
- Vendor understands that acceptance for one event does not automatically constitute acceptance for another event.
- Vendor understands that participation is subject to final approval by NCF.

VENDOR ACCEPTANCE

Business Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

NOLA CIGAR FESTIVAL ACCEPTANCE

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

