

## Vendor Agreement Terms and Conditions— FESTIVALS 2027

The following are the contract terms of the agreement to rent exhibit space for "The Flower Festival, Spring Planting Festival, or National Heirloom Expo. Festival held near Mansfield, Missouri, on the published dates, from Jere and Emilee Gettle, J. Gettle, DBA Baker Creek Heirloom Seeds, Baker Creek Heirloom Seeds. LLC, herein known as Festival. It is agreed that each Exhibitor will abide by and be responsible for the rules and regulations of this agreement. Please note—your signature on this agreement indicates that you have read and understand the following terms:

**PRODUCER:** The words “producer” as used herein shall mean the producing organization, J. Gettle, DBA Baker Creek Heirloom Seeds, agents or employees acting for and in the management of the Festival.

**PAYMENT:** All booth payments are required in full by the 1st of the month preceding the festival.

**BOOTH CONSTRUCTION:** Each booth will be 10' X 10', whether outside or under a tent. Exhibitor is responsible for tables, chairs, and all parts of booth construction and tear down. Due to the nature of the premises, some spaces are very hilly or uneven. The Producer makes no guarantee to provide a fully flat surface for booth location. People who purchase tent spaces are more likely to get the most level spots. No electricity is provided to booths. Ultra-quiet generators may be approved on a case by case basis, and written permission is required. Extension cords are not allowed. Children under 14 are not allowed in exhibitor setup area until 10:00 a.m. Anyone using a trailer as all or part of a booth, must contact us prior to the festival. Such vendors will pay \$100 for every 10-foot increment of the trailer.

**EXHIBIT INSTALLATION:** Exhibitors may initiate booth construction after checking in at the gate, upon which time Exhibitors may obtain permission to install booths. Early set-up will be available from 8am - 4pm on the Friday before the festival. Regular set-up begins Sunday of each festival, at 6:30 a.m., and must be completed by 9:30 a.m. No Exhibitor vehicles may be inside the event area after 9:30 a.m. Exhibitors must agree to unload vehicle upon entrance and remove vehicle to parking area within 20 minutes or less. All booth set up must be done after vehicle is moved to parking area. Exhibitors are responsible for providing or arranging all the necessary labor for transporting, erecting, dismantling, or recreation of displays.

**EXHIBIT STAFFING & DRESS CODE:** We require that all exhibits be staffed during Festival hours by at least one person. All exhibit staff must be dressed in historic fashion to match the historic nature of this event. No ball caps or tee-shirts please.

**EXHIBITOR CONDUCT:** Exhibitors agree to conduct themselves in a respectful, cooperative manner appropriate to the integrity of the attendees, fellow exhibitors, Producer and Producer's staff. Children under the age of 14 must remain with their parents or guardians while at the Festival. Parents will be held responsible for any damage caused by their children to persons or property. We reserve the right to turn over lost or unattended children to the appropriate authorities.

**BOOTH OPERATION:** Products may be sold from exhibit space. The Exhibitor shall hold harmless Producer and Festival from any and all damages and/or theft of merchandise or materials from contracted exhibition space. No exhibit shall extend beyond its allotted space unless authorized in writing by Producer. Distribution of samples and literature is strictly limited to the confines of the Exhibitor's booth. Be sure to bring enough monetary change for your booth operation, as Producer will not have change available.

**NOISE CONTROL:** The use of any sound equipment is prohibited unless approved by producer. Sound of any kind must not project outside the confines of the exhibit booth, and Producer reserves the right to disallow any sound device if it is deemed to be in disturbance of others.

**SMOKING;** Exhibitor smoking is permitted only in the Exhibitor parking lot or designated smoking area. Smoking in exhibit booth is prohibited.

**RECORDING:** Each exhibitor shall agree to all forms of photography, video, and audio recordings conducted by the Producer or its appointees, without compensation of persons, products or performances. Each exhibitor hereby gives permission to use any or all of these photographs and recordings, without compensation, provided such is in accordance with applicable laws.

**ELIGIBLE PRODUCTS:** It is the responsibility of the Exhibitor to inform the Producer of any product, service, or claim that does not comply with the regulations of the FDA or any other State or Federal regulatory agency and/or is considered experimental. Exhibitor is strictly prohibited from having or selling on-site any substance or product considered illegal. ALL PRODUCTS OR SERVICES TO BE SOLD, OFFERED, OR REFERRED TO DURING THE FESTIVAL MUST BE INCLUDED ON THE APPLICATION FORM FOR APPROVAL. All products for sale must be hand-crafted and/or of interest to gardeners and/or those seeking a sustainable lifestyle. No mass-marketed items, garage sale items, or other non-related items are allowed to be sold. No mass-produced brands of food, bottled water, drinks, or soda are permitted. No food or drink items may be for sale without prior written approval of Producer.

**PETS:** All pets brought to the Festival must have vaccination paperwork. Pets over 20 pounds must have prior permission from Producer. Owners are responsible for any damage caused by their pets, to person, property, livestock, or other pets. Owners are required to clean up all pet waste. All pets must be crated, caged, or leashed while on Festival premises.

**PARKING:** Parking is permitted in exhibitor or customer parking areas only. Unauthorized or unattended vehicles will be towed at owner's expense.

**UNOCCUPIED SPACE:** In the event an Exhibitor has failed to occupy the space contracted for by 9:30 a.m. on the first day of the Festival, Producer shall have the right to utilize such space in any manner suited to its purposes. However, Exhibitor shall not be released from its duties and obligations under this contract, and Producer will not refund any monies paid for reservation of the exhibit space. Producer is not responsible for inclement weather, and Exhibitor is responsible for providing own shelter or protection for own person and products.

**EXHIBIT CARE:** Exhibitors are responsible for keeping exhibit space clean and tidy at all times. Exhibitor is responsible for placing trash and recyclables in the appropriate designated trash and recycle bins.

**BREAKDOWN OF EXHIBIT:** Booth tear-down and removal will take place between 7:00 p.m. and 9:00 p.m. on the final day of the festival. Vendor vehicles will not be admitted until all customers have exited the event area. Under no circumstances should booth removal begin prior to the posted end time of the on the last day of the event. All materials **MUST** be removed by Exhibitor after Festival during the booth 'tear down' time frame, unless arranged in advance. Any materials left behind will be removed by Producer, and Exhibitor will be billed at the rate of \$100.00 per hour, with a minimum fee of \$100.00.

**BOOTH ASSIGNMENT:** Booth assignment will be at the sole and exclusive discretion of Producer.

**SECURITY:** Producer provides security only during Festival hours. Exhibitor expressly waives any and all claims against Producer, its agents and employees, which may arise as a result of security or staff failing to prevent harm to exhibits or otherwise perform satisfactorily.

**INSURANCE:** Insurance will be purchased by Producer for attendee liability in common areas. Insurance coverage does not include individual booth areas, and the Exhibitor holds producer harmless from all claims arising within the contracted exhibit area. Exhibitor further agrees to hold harmless Producer, its owners, agents, servants and employees, from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to an person or persons, including all persons to whom the Exhibitor may be liable under any Workers Compensations law and Exhibitor himself or herself and from any loss, damage, cause or action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of, or in any way connected with the exercise by Exhibitor of the privileges herein granted. We recommend that you have insurance for your products and may require proof of insurance if you offer high-risk items such as edible items, sharp tools, etc.

**REJECTED EXHIBITS:** Exhibitor acknowledges and agrees that the exhibit shall be admitted and permitted to remain in the Festival only upon continued strict compliance with the terms and conditions of this agreement and its standards. Notwithstanding such compliance, the Producer reserves the right to reject or remove Exhibitor's exhibit, in whole or in part from the exhibit area for any reason whatsoever. If Exhibitor's exhibit is removed without cause given, Producer shall return to Exhibitor the unearned portion of the rental fee. No portion of the rental fee shall be returned if rejection or removal occurs upon violation of this agreement or the standards.

**FIRE AND SAFETY LAWS:** All federal, State and County regulations pertaining to fire and safety must be adhered to.

**SALES LICENSES:** Exhibitors who plan to sell merchandise on the premises in a cash-and-carry fashion are responsible for complying with all appropriate county, state, and federal licensing and tax requirements. Information can be obtained prior to the Festival from the proper licensing agency. All exhibitors are responsible for obtaining the appropriate health department permits. Festival is under the jurisdiction of the Wright County Health Department.

**BOOTH CONTRACT:** The exhibit space contract, upon receipt by Producer, shall constitute a valid and binding contract. If due to circumstances beyond the control of Producer, such as war, fire, flood, strike or other emergency, the Festival should be canceled, Exhibitor shall waive any claims for damages or compensation against Producer, its owner, agents or affiliates, and will not request or receive any reimbursement or refund other than booth fees.

**NON GUARANTEE:** Exhibitor agrees that Producer, its agents and employees shall remain free from harm in the sale of products, attendance, exclusive privileges of Exhibitor success.

**FAMILY EVENT:** Festival is a family-oriented event. Any product, music, language or physical action that would, in the sole judgment of Producer, to be inappropriate for children is prohibited. This includes smoking. Anyone in violation may be asked to leave or be given a fine.

**COMPLIANCE WITH LAWS/STANDARDS:** Any Exhibitor selling or sampling food at their booth is responsible for all Health Department permits, rules, regulations, and licenses. Individuals are not allowed to bring alcoholic beverages, regardless of purchase location, onto the Festival grounds or parking areas.

**FAILURE TO COMPLY:** Failure to comply with these rules and regulations may result in fines or penalties levied by government agencies. Producer retains the right to close any exhibit which fails to cooperate with these policies. Any questions or issues that are not covered in this contract shall be subject solely to the decision of Producer.

**EXHIBITOR-CLIENT RELATIONSHIP:** This contract establishes an exhibitor-client relationship, only i.e. the 'exhibitor' is the Exhibitor named below; the 'client' is the Producer as previously defined. This contract specifically excludes the existence or implication of any partnership agreement or ownership position on the part of the Exhibitor, whether expressed orally or implied by anyone who is a party to this agreement or whether expressed orally or implied by third parties.

**LAW AND VENUE:** The parties agree that this contract shall be interpreted under the laws of the State of Missouri and that the proper venue for an action concerning this contract is in Wright County.

**WEAPONS:** No weapons of any kind are allowed on the Festival grounds.