

# HOME FOR THE HOLIDAYS GIFT MARKET

## MARKET TERMS AND CONDITIONS

**Please read our market terms and conditions and sign below. Every vendor is required to have a signed contract on file. Only one contract is required per calendar year, regardless of the number of shows they are participating in. This contract applies to all Home for the Holidays Markets and events held by Home for the Holidays Gift Market.**

- Application Acceptance** - Applications are subject to acceptance with photos, checklist and complete application with non-refundable deposit. Booth assignments are at the discretion of the promoter and are assigned in order they are received. Seniority from prior shows will be a priority in selection of booths. Please sign, date and return with application, deposit and contract to be juried. Booth assignments will not be made without a deposit, deposit is \$100 per 10x10 space. HFTH reserves the right to determine the eligibility of Exhibitors, reject or prohibit exhibits or Exhibitors which HFTH considers objectionable, inappropriate, disruptive or offensive to HFTH, other Exhibitors or Show attendees; change or modify the layout of the Show and/or relocate exhibits or Exhibitors.
- Confirmation** - We will always confirm your booth placement in any of our shows. If you have sent in an application and you have not received any form of confirmation from us, then we have not processed your application yet. Please contact us before you come to a show with no payment processed and no confirmation from us.
- Booth Payment** - A non-refundable deposit is required upon acceptance of your application. Booth balances will be due 90 days prior to each market. Invoices for each market will be sent out to you via email for you to pay by card. If you would prefer to pay by check, please contact us for the mailing address. We will not be taking payments via paypal, zelle, venmo or any other cash transfer app. Booths must be paid in full before checking into the market, no setup will be allowed if payment is not made in full.
- Check in Letters** - We will send out check in letters by email and post them on the website under the "participating vendors" page. I understand I will need to check the website one week prior to any show for updates.
- Market Check in** - I understand I must check in to the show during the designated time frame. All booths need to be complete 1-hour before the show opens. Failure to check in one hour before the market opens will result in automatic loss of space assignment, and loss of all deposit and booth fees. There will be no set up allowed once the show doors are open, no exceptions. No dollies are allowed in the building and no product/boxes are allowed in the aisles once the show doors are open.
- Gift Certificates** - Each merchant is required to donate a \$20 gift certificate per 10x10 booth space as a door prize. These are printed prior to the show and used for online giveaways, door prizes, etc. No change is given for unused value. We do not reimburse gift certificates.
- Booth Set-Up and Display** - I agree to display my booth and products within the limitations of my booth. Please do not place displays, racks, etc. outside of your booth line. All selling should be conducted within your booth. I understand if I bring items not on my application, I will be asked to remove them. I understand if I display into the aisles, run cords across the aisles, display items or stand in front or around the taped-out confinements of the fire panels I could be fined by the fire marshal. Promoter is required to issue a warning signed by the vendor when a code is broken, the 2<sup>nd</sup> violation will be a fine by the fire chief.
- Merchant Products** - Be sure to list ALL of the items that you are intending to sell. It is important for us to know so that we can limit competition, we want our vendors to do their best! If you choose not to list an item and there happens to be a conflict with another vendor having the same product, you will be required to remove the item(s) from your booth.
- Subleasing** - Vendors may not transfer or sublease the booth to another vendor or share assigned space with a vendor unless it is approved.
- Conduct** - We do not allow pulling customers from the aisles, other booths, or shouting at customers as they walk by. If any vendor is reported to be shouting at customers, other vendors, HFTH show staff, or any other persons related to the market, they will forfeit future participation with HFTH. We cannot allow anyone to affect the sales of other vendors, we reserve the right to request you to leave the market with no refunds or compensation given.
- Break Down** - Please do not break down your booth before the show is over while our customers are still shopping. No dollies are allowed on the floor while the show is still open, no exceptions. This is strictly prohibited, not only does it bring the show to an end early in the area which you are located, it interferes with other paying vendors and customers still shopping at the event. If this occurs, you will not be invited back to future events.
- Cancellations** - Deposits are to secure your booth placement and are non-refundable. If I cancel 90 day or more before the show my booth fee will be transferred to another show with availability, or you may request a refund minus a \$100 administration fee. 89 days or less before the show, transfer minus \$100 administration fee, 30 days or less, booth fee is forfeited.
- Parking cars and trailers** - We have designated parking for vendors. We will direct you to the vendor lot at check-in. We all are here for the customer so PLEASE save the parking for the customers.
- Loading & Unloading** - Please park and unload in the designated areas. No parking in fire lanes, handicap spaces or in the street. Please unload all of your product and move your vehicle before setting up your booth. Loaders are available as a courtesy and they do work on tips. If you are in a time constraint then you will need to make other arrangements.
- Food Vendors** - Vendors that are sampling food items are responsible for obtaining a temporary health permit prior to the show to avoid late fees. We will send out information regarding health permits prior to the show, we are not responsible for obtaining your health permit with the county.
- Licenses and Permits** - The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.
- Indemnification** - The Exhibitor agrees to indemnify and hold harmless HFTH and the facility, their respective officers, directors, and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor, HFTH, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law.
- Exhibitor Breach of Contract** - If the Exhibitor violates or breaches any other terms or conditions of this license agreement, including payment terms, all payments made by the Exhibitor and all amounts due to HFTH shall be deemed earned by HFTH and all deposits received shall be non-refundable and non-transferable. In the event of any violation or breach of the terms and conditions of this license agreement, including payment terms, HFTH shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as HFTH deems appropriate. The Exhibitor shall not be entitled to any offset or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another exhibitor in the Show.
- Force Majeure** - In the event that the facility in which the Shows are to be held or is held is destroyed or becomes unavailable for occupancy or HFTH is unable to permit the Exhibitor to occupy the facility or the space, or if the Shows are cancelled or curtailed, for any reasons beyond the control of HFTH, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, HFTH will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer. In the event that because of war, fire, government regulations, public catastrophe, act of God or the public enemy or other cause beyond the control of the Show and HFTH, the Show or any part hereof is prevented from being held, is canceled by the Show or exhibit space is assigned hereunder becomes unavailable, any refund of exhibit fees to the exhibitor shall be at the discretion of HFTH. Such refund, if given, shall be a proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expense incurred by HFTH and reasonable compensation to HFTH, but in no case shall the amount of refund to the exhibitor exceed the amount of exhibit fee paid. Exhibitor shall not have any right to an accounting review or audit of the financial records of HFTH.

Date \_\_\_\_\_ Booth name \_\_\_\_\_ Name \_\_\_\_\_