

HOME FOR THE HOLIDAYS GIFT MARKET

MARKET TERMS AND CONDITIONS

Please read our market terms and conditions and sign digitally. Every vendor is required to have a signed contract on file in order to participate. 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, signed contract and complete application with non-refundable deposit. Booth assignments are at the discretion of the promoter and are assigned in the order they are received. Seniority from prior shows will be a priority in the selection of booths. Booth assignments will not be made without a deposit, deposit is 25% of the booth fee. 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** - Booth placement will be confirmed after non-refundable deposit is made. Approvals are sent out by email and do not confirm your participation. Vendors must secure their booth location after receiving approval.
- Booth Payment** - A non-refundable deposit is required to secure your booth location upon acceptance. Booth balances will be due 90 days prior to each market. Invoices for each market will be available to you on the vendor portal. If you would prefer to pay by check, please contact us for the mailing address. HFTH will not be taking payments via paypal, zelle, venmo or any other cash transfer app. HFTH reserves the right to cancel reservations not paid in full by Merchant. HFTH will send out email reminders for balances due and will reach out via text/call. If Merchant has not paid their balance after reminders and attempts to contact, HFTH will cancel the reservation and fill the space with no reimbursement/transfer of deposit. If a Merchant fails to check in at the registered event, no compensation/refund/transfer will be given for the deposit or booth fee.
- Check in Letters** - HFTH 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** - Merchants must check in to the show during the time frame indicated in the check-in letter. All booths need to be complete 1-hour before the show opens. Failure to check in during the designated timeframe 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** - Merchant is required to donate a \$20 gift certificate per 10x10 booth space to be used towards their purchase. HFTH is responsible for printing these prior to the show. No change is given for unused value. HFTH does not reimburse gift certificates. Merchants are responsible for checking the name on the certificate before redeeming.
- Booth Set-Up and Display** - Merchants must display their products within the booth limitations. Displays, racks, etc. are not allowed outside of the booth line. All selling should be conducted within Merchant's booth. If a Merchant brings items not on the application, they will be asked to remove them. If a Merchant blocks or impedes the walkways or fire exits they could be fined by the fire marshal. HFTH is required to issue a warning when a fire code is broken, the 2nd violation will be a fine by the fire chief.
- Pipe and Drape** - Merchants are not permitted to hang products or displays from the pipe and drape as this is a safety hazard to other merchants and customers. Banners hung must have prior approval from HFTH. Nails, tape, screws, etc. are not to be punctured or fixed to the curtains and poles.
- Merchant Products** - Merchants are required to list ALL of the items intended to sell. When jurying, HFTH will limit product categories. If a Merchant does not list an item and there happens to be a conflict with another Merchant having the same product, HFTH will require the item(s) to be removed from the booth. HFTH is a family-friendly market and a place for customers to enjoy the experience of shopping. HFTH does not allow products that are offensive (religiously, politically, or culturally), vulgar, or inappropriate. Merchants displaying items found to be against market standards will be required to remove them immediately.
- Licensed Products** - Duplicating another company's brand (purses, jewelry, tumblers, clothing, etc) is illegal and is not allowed at HFTH. Copyrighted logos/brands must have licensing rights to be permitted in the markets. (Licensed fabrics, decals, and wholesale products are permitted.) If Merchant brings products that are illegally produced, they will be required to remove them immediately and will not be invited back to future markets.
- Subleasing** - Merchants may not transfer or sublease the booth to another merchant or share assigned space unless it is approved by HFTH.
- Conduct** - HFTH does not allow pulling customers from the aisles, other booths, or shouting at customers as they walk by. If any merchant 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 and will be asked to leave the market with no refunds or compensation given.
- Break Down** - Merchants are not allowed to break down their booth before the show is over. 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 and is a safety hazard to our customers. If this occurs, you will not be invited back to future events.
- Cancellations** - Deposits are to reserve booth placement for your company and are non-refundable. If a Merchant cancels 90 days or more before the show, the booth fee will be transferred to another show with availability minus a \$25 *Transfer Fee*, or a refund may be requested minus a \$100 *Administration Fee*. 89 days or less before the show, transfer/credit minus \$100 *Administration Fee*, 30 days or less, booth fee/deposits are forfeited. If HFTH is able to re-sell the booth space, Merchant will not be liable for the remainder of the booth fee. HFTH is not liable to compensate Merchants who cancel before the event or do not show up to the event.
- Parking** - We have designated trailer and vehicle parking for Merchants at each market. A parking map will be available on the check in letters for each location. Signage will also be available to direct at the event. The front lots are strictly reserved for paying customers to have easy access to come shop. Merchants found to be breaking this rule may result in delays in future market approvals.
- 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 to allow for other Merchants to move in. Helpers are available at most events as a courtesy and they do work on tips, this is not a complimentary service. If you are in a time constraint then you will need to make other arrangements. HFTH does not supply dollies for Merchant use.
- Food Vendors** - Vendors that are sampling food items are responsible for obtaining a temporary health permit prior to the show to avoid late fees. There is a list of links to permit applications located on the "Participating Vendors" page of HFTH website. HFTH will send out information regarding health permits prior to the show, HFTH is not responsible for obtaining Merchants health permit with the county. If a Merchant fails to obtain a health permit and is asked to leave the market by the Health Inspector, HFTH is not responsible for compensation or refund of any fees incurred.
- Customer Orders** - Merchants that take orders at the market are required to fulfill in a timely manner. If a customer reaches out to HFTH about missing orders/complaints from a Merchant, HFTH will contact Merchant via email to resolve the issue. If HFTH receives multiple complaints from customers about a Merchant, HFTH reserves the right to terminate Merchant from future markets with no compensation/refunds given.
- Licenses and Permits** - The Exhibitor agrees to obtain, at their own expense, any licenses or permits which are required for the operation of their 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. HFTH is not responsible for collecting or reporting any sales taxes on behalf of Merchants.
- 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/transfer 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.