

HOME FOR THE HOLIDAYS GIFT MARKET | MARKET TERMS AND CONDITIONS

Operated by HENRY-BOWLES, INC | DBA Home for the Holidays Gift Market

1. Introduction

Attending any event hosted by HENRY-BOWLES, INC, DBA Home for the Holidays Gift Market (hereafter referred to as HFTH), including but not limited to Hollydays Market, Autumn Acres, Spring Market, and Home for the Holidays Gift Market, constitutes acceptance of this agreement. Please review our market terms and conditions carefully and provide your digital signature. Every Vendor must have a signed contract on file to participate in our events. This agreement encompasses all markets and events by HFTH

2. Definitions

- HFTH denotes HENRY-BOWLES, INC | DBA Home for the Holidays Gift Market
- Vendor(s) denotes all individuals or businesses participating in the event.

APPLICATION ACCEPTANCE AND PAYMENT TERMS

Application Acceptance

Applications are subject to acceptance based on the submission of photos, a signed contract, and a complete application. Approvals are at the discretion of HFTH and is based on booth presentation, product category diversity, and past participation. A deposit is required to secure booth assignment. HFTH reserves the right to assess the suitability of Vendors and to reject or prohibit any exhibit or Vendor deemed objectionable, inappropriate, disruptive, or offensive to HFTH, other Vendors, or attendees. HFTH also retains the authority to alter the show layout or relocate Vendors as necessary. Booth spaces must be reserved by the Vendor through the Vendor Portal, HFTH does not hold booth locations without a deposit.

Selection Process Acceptance is contingent upon the presentation of the vendor's booth, the diversity of product categories, and past participation. We limit the number of vendors in each product category. Once the quota for a particular category is met, we regretfully cannot accommodate additional vendors offering the same product type for that specific show.

Vendor Priority Participating Vendors in our shows are given priority for renewal. New Vendor acceptance begins at the start of each year, subject to space availability for our various events.

Waitlist Policy Being placed on the waitlist may occur due to total sell-out or maximum capacity reached within a product category. Should availability arise or circumstances change, we will contact you via email through the Vendor Portal.

Confirmation

Booth placement will be confirmed upon receipt of the non-refundable deposit. Approval notifications will be sent via email and do not guarantee 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. The remaining booth balance will be due 90 days prior to each market. Invoices will be accessible through the vendor portal under the Pay Invoices Due tab. If you prefer to pay by check, please contact us for the mailing address. HFTH will not accept payments via PayPal, Zelle, Venmo, or any other cash transfer app.

Cancellations

Deposits are collected at the time of booking to reserve booth placement and are non-refundable. If a Vendor cancels 90 days or more before the show, the booth fee may be transferred to another show with availability, subject to a \$25 Transfer Fee, or a refund may be requested, subject to a \$100 Administration Fee. For cancellations made 89 days or less before the show, a transfer/credit is available minus the \$100 Administration Fee. For cancellations made 30 days or less before the show, all booth fees and deposits are forfeited. Should HFTH manage to re-sell the booth space, the Vendor will not be liable for the remainder of the booth fee. HFTH is not responsible for compensating Vendors who cancel before the event or fail to show up. Deposits are non-refundable and non-transferable, except in cases where HFTH chooses to allow a transfer. All transfer requests must be made through the Vendor Portal under the Upcoming Reservations tab to be considered for a transfer/refund.

Late Payment & Removal Policy

HFTH reserves the right to cancel reservations not paid in full by the Vendor 30 days prior to the market to accommodate another vendor on the waitlist. Reminder emails for balance payments will be sent, and HFTH will attempt to reach out via email, text, or phone call before enforcing payment policies.

If payment remains outstanding 30 days past the due date, a late fee of 10% of the booth balance owed will be applied. If the Vendor fails to pay the balance after multiple reminders, the reservation will be cancelled and reassigned to a waitlist box, and no reimbursement or deposit transfer will be issued. If a vendor reaches out after the booth has been reassigned, they will be next on the list for an available opening.

Vendors who fail to check in at the registered event forfeit their deposit and booth fee, with no compensation, refund, or future transfer available.

CHECK IN, PRODUCTS & SETUP

Check-in Letters

HFTH will send out check-in letters by email and post them on the website under the participating vendors page, they will also be available on the Vendor Portal under the documents tab. Vendors are expected to check the website one week prior to any show for updates.

Market Check-in

Vendors 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 time frame will result in automatic loss of space assignment, and loss of all deposit and booth fees. There will be no setup 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.

Vendor Products

Vendors are required to list ALL of the items intended to sell. When jurying, HFTH will limit product categories. If a Vendor fails to list an item and there is a conflict with another Vendor 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. Vendors displaying items found to be against market standards will be required to remove them immediately.

Licensed Products

Reproducing another company's branded items (such as purses, jewelry, tumblers, clothing, etc.) without authorization is illegal and strictly prohibited at HFTH. Products with proper licensing rights are allowed. Vendors with unlicensed merchandise must remove these items immediately and will be barred from future markets.

Booth Set-Up and Display

Vendor must display their products within the indicated booth limitations, aisleways are marked to comply with the fire code. Displays, racks, etc., are not allowed outside of the booth line. If a Vendor blocks or impedes the walkways or fire exits, they could be fined by the fire marshal. HFTH will issue a warning when a fire code is broken; the 2nd violation will result in a fine by the fire chief.

All selling should be conducted within the Vendor's booth. Tables, racks, and shelves must be laid out so that customers can stand in the booth to browse and purchase Vendor products.

Grids, shelves, and other displays must be secure and must not impede on neighboring Vendors booths.

Vendors are required to be present all hours of the event.

Tent frames are allowed for displaying products, lights, and signage. Pop up tent covers/canopies are not allowed inside the buildings.

Confetti, helium balloons, and duct tape are prohibited on venue floors—please use gaff tape instead.

Loading & Unloading

Vendors must park and unload in the designated areas only. Parking in fire lanes, handicap spaces, or on the street is prohibited. All products must be unloaded and vehicles moved before booth setup to facilitate other Vendors' access. Helpers may be available for assistance; they work for tips and their service is not complimentary. Please make alternative arrangements if under time constraints. HFTH does not provide dollies for Vendor use.

Pipe and Drape

Vendors are not permitted to hang products or displays from the pipe and drape as this is a safety hazard to other Vendors 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.

MARKET TERMS & POLICIES

Gift Certificates

Each Vendor is required to participate in our \$20 gift certificate drawings for customers at every market. HFTH will print these prior to the show, they are used for online giveaways, door prizes, etc. No change is given for unused value. We do not reimburse gift certificates, you do not need to turn these in to us. The number of gift certificates donated at each market is as follows: Table Space, 10x10 & 10x15 Booths - 1 Certificate. 10x20 Booths - 2 Certificates. 10x30 & Up - 3 Certificates. Vendor is responsible for verifying the name on the certificate before redeeming.

Break Down

Vendors are prohibited from dismantling their booth before the conclusion of the show. The use of dollies on the floor while the show is in progress is strictly prohibited. Early breakdown disrupts the event, affects other Vendors and shoppers, and poses a safety risk. Violators of this rule will not be invited to future events. Boxes must be broken down and trash must be properly discarded in the dumpsters.

Parking

Designated trailer and vehicle parking areas are provided for Vendors at each market. A parking map will be included in the check-in letters for each location. The front lots are exclusively reserved for paying customers to ensure convenient access. Vendors who violate this parking policy may face delays in future market approvals.

Subleasing

Vendors are not allowed to transfer or sublease their booth or share assigned space without prior approval from HFTH.

Conduct

HFTH expects professional conduct at all times. Soliciting customers from the aisles, other booths, or loudly addressing customers is not permitted. Any Vendor reported for such behavior will lose the right to participate in future HFTH events and will be asked to vacate the premises immediately without any refunds or compensation.

Outdoor Booths

Outdoor booth spaces at our market are subject to weather conditions, to account for this, we offer these spaces at a lower price. Outdoor booth fees are non-refundable, even in the event of inclement weather. We recommend that Vendors take necessary precautions, such as securing tents, weights, and weather-resistant materials, to mitigate any weather-related challenges. By participating, Vendors acknowledge and accept the inherent risks associated with outdoor spaces and agree not to seek refunds/credits due to weather-related issues.

Customer Orders

Vendors accepting orders at the market must fulfill them promptly. If HFTH is contacted regarding unfulfilled orders or complaints, the concerned Vendor will be notified via email to address the issue. Repeated customer complaints may lead to the Vendor's termination from future markets without compensation or refunds.

Product Shipment

All product shipments must be coordinated through the venue when allowed. HFTH is not responsible for any lost or damaged shipments to the venue.

Power and Internet

Electricity is available for purchase when you reserve your booth, basic 5 amps and designated 20 amp breakers are available. Electric may not be available to add at the show, and will incur an additional \$50 late fee. Vendors with electrical needs should plan to bring an extension cord.

We recommend that vendors bring their own personal hotspot. While most venues have stable internet connections through various providers, some rural areas may experience limited service. Free public Wi-Fi is available at certain locations, and some venues provide a paid secure network that can be reserved at the venue office. To ensure uninterrupted connectivity, it is advised to have a personal hotspot as a backup.

LEGAL ISSUES, LICENSING & PERMITS

Food Vendors

Food Vendors offering samples must obtain a temporary health permit prior to the show to avoid late fees and ensure they are able to sample their products. Permit application links are available on the Participating Vendors page of the HFTH website. While HFTH will provide information about health permits, it is the Vendor's responsibility to secure their own permit with the county. Failure to obtain a health permit resulting in expulsion from the market by a Health Inspector will not entitle the Vendor to compensation or fee refunds. **Vendor is responsible for displaying any known ingredients that could cause allergic reactions.**

Licenses and Permits

Vendors agree to acquire, at their own expense, any necessary licenses or permits for their business operations during the show and to pay all relevant taxes, including sales taxes. HFTH is not responsible for collecting or reporting sales taxes on behalf of Vendors. HFTH does not provide vendor insurance. Vendors are encouraged to secure their own liability coverage to protect against unforeseen incidents.

Security Measures

We ensure that the building is securely locked and provide security as deemed necessary. However, Vendors are advised that HFTH is not responsible for any products left in the venue overnight. Vendors are encouraged to take appropriate measures to safeguard their merchandise.

Fire Safety

All Vendors must adhere to strict fire safety regulations: no open flames, propane gas, hazardous chemicals, or materials are permitted within the building premises. Compliance with these safety measures is mandatory to ensure the well-being of all participants and guests.

Security Disclaimer

While we take reasonable precautions to secure the venue, Vendors are solely responsible for the security of their products, vehicles, cash boxes, credit card machines, and any personal or business equipment. HFTH is not liable for stolen, damaged, or broken merchandise, nor for any damage to vehicles incurred while on the premises.

Indemnification

Vendors agree to indemnify and hold harmless HFTH and the facility, along with their officers, directors, and employees, from all claims, losses, liabilities, damages, costs, and expenses arising from their use of the exhibit space, equipment, or any incidents occurring within their booth space or environments. This includes personal injuries, death, property damages, or any other damages sustained by the Vendor, HFTH, the facility, show sponsors, visitors, and their respective personnel. Vendor assumes full responsibility for any incidents occurring within their booth space, including but not limited to customer injuries, defective merchandise claims, and unauthorized business activities.

Vendor Breach of Contract

Should a Vendor violate any terms of this agreement, including payment obligations, all payments made shall be retained by HFTH as earned, and deposits will be non-refundable and non-transferable. In case of such a breach, HFTH reserves the right to immediately take over the Vendor's space and repurpose it as deemed fit. The Vendor will not be entitled to any compensation or reduction in fees due to the space's subsequent use or payment by another party.

Force Majeure

In the event that the facility where the Shows are scheduled to be held is destroyed, becomes unavailable for occupancy, or if HFTH is unable to allow the Vendor to occupy the facility or the space, or if the Shows are cancelled or shortened due to reasons beyond the control of HFTH—including but not limited to casualty, explosion, fire, lightning, flood, severe weather, epidemic, earthquake, or other acts of God, acts of public enemies, riots, civil disturbances, strike, lockout, or boycott—HFTH shall not be liable for any loss of business, lost profits, consequential or special damages, or expenses incurred by the Vendor.

Furthermore, if the Shows or any part thereof are prevented from being held, are cancelled by HFTH, or the assigned exhibit space becomes unavailable due to war, fire, government regulations, public catastrophe, act of God, the public enemy, or any other cause beyond the control of HFTH, any refund or transfer of exhibit fees to the Vendor will be at the discretion of HFTH. If a refund is issued, it will be a proportionate share of the remaining aggregate exhibit fees after HFTH has deducted expenses incurred and reasonable compensation for HFTH's services. However, the refund amount shall not exceed the exhibit fee paid by the Vendor. The Vendor shall not have any right to an accounting review or audit of HFTH's financial records.

BY DIGITALLY SIGNING ON THE VENDOR PORTAL THROUGH CONVENTIONFORCE, THE VENDOR ACKNOWLEDGES AND AGREES TO ALL TERMS AND CONDITIONS SET FORTH IN THIS CONTRACT.