

2019 Tour

APPLICATION & CONTRACT



Established 1972

1145 Second Street, Suite A332

Brentwood, CA 94513

(P) 925-392-7300 (F) 925-392-7303

www.harvestfestival.com

Harvest Festival Original Art & Craft Show presents
Harvest Festival® **MAKERS MARKET**

Contact: Jordana Glenn: 925-392-7300 ext. 102, jordana@harvestfestival.com

	SHOW/VENUE	DATE	PRICE
22nd Annual	DEL MAR Del Mar Fairgrounds	Oct. 11 - 13	\$300 (8'x6')
47th Annual	SAN MATEO San Mateo Event Center	Nov. 15 - 17	\$300 (8'x6')
42nd Annual	SAN JOSE McEnergy Convention Center	Nov. 29.- Dec. 1	\$300 (8'x6')

Previously Juried Exhibitor First Time Applicant - Never Juried

Company _____

Name _____

Address _____

City _____ State _____ Zip _____

Phone () _____ Fax () _____

Cell Phone () _____

E-mail Address _____

Web Site _____

Bus. Partner _____ Phone () _____

CA Sellers Permit (REQUIRED)#: _____

Referred by: _____

DEPOSITS & PAYMENTS: Deposits are required to secure booth space prior to August 1st. This is not a deadline, booth spaces will be sold until show is full. If applying after August 1st, FULL FEES ARE DUE at time of application. **Full booth fees are due for ALL shows or applicants by August 1st.**

of Shows:

_____ x \$100 deposit per 8' x 6' space = \$ _____

Bill my credit card for deposits listed above \$ _____

Bill my credit card for full fees of \$ _____

Enclosed is my check in the amount of \$ _____

Charge my final balance on August 1st. Initials _____

**We cannot charge final balance unless box is checked.*

Bill to: VISA Mastercard American Express

Card #: _____

Exp. date: _____ Zip _____ CVV# _____

Name on card: _____

Signature: _____ Date _____

NO POSTDATED CHECKS. MONIES WILL BE DEPOSITED UPON PLACEMENT.

BOOTH SPACE INCLUDES: Indoor 8' x 6' space, 6' table, 3' sidewalls (separating booth spaces), and standard show lighting. Additional tables and chairs are the exhibitors responsibility and can be rented from our show decorator. Electricity, if needed, must be purchased separately.

DATE	CITY	SHOW(S)
October 11 - 13	DEL MAR	<input type="checkbox"/>
November 15 - 17	SAN MATEO	<input type="checkbox"/>
Nov. 29.- Dec. 1	SAN JOSE	<input type="checkbox"/>

CATEGORY: (For Directory Use)

- | | | |
|---|----------------------------------|--------------------------------------|
| <input type="checkbox"/> BATH, BODY & CANDLES | <input type="checkbox"/> GLASS | <input type="checkbox"/> MIXED MEDIA |
| <input type="checkbox"/> BAGS | <input type="checkbox"/> HOLIDAY | <input type="checkbox"/> MUSIC |
| <input type="checkbox"/> CERAMICS & POTTERY | <input type="checkbox"/> JEWELRY | <input type="checkbox"/> PETS |
| <input type="checkbox"/> CLOTHING & TEXTILES | <input type="checkbox"/> LEATHER | <input type="checkbox"/> WALL ART |
| <input type="checkbox"/> CHILDREN | <input type="checkbox"/> METAL | <input type="checkbox"/> WOOD |

List all the items you will have for sale: _____

If you are a previously juried exhibitor, list all NEW items that you would like to jury: _____

Average retail price range for products: \$ _____ to \$ _____

The Jury Criteria sheet must accompany the application for all first time applicants and added products.

EXHIBITOR: DO NOT MARK IN THESE BOXES - FOR OFFICE USE ONLY		
ASSIGNED BOOTH:	ASSIGNED BOOTH:	STATUS:
DM _____	SJ _____	<input type="checkbox"/> CURRENT
SM _____		<input type="checkbox"/> NEW EXHIBITOR

I/We hereby apply for exhibit space in the 2019 Harvest Festival® and agree by the show terms, conditions, and regulations printed on the reverse side of this form. I/We agree to allow Harvest Festival® to use my picture/video in all advertising and promotional campaigns. I/We understand that all products are required to be made and created by me, and have been juried. I/We understand my booth fees and spaces at this show or future shows may be forfeited or canceled if this is misrepresented. I/We understand we do not have a contract for exhibit space until we receive written notification that this application has been accepted by Harvest Festival®.

Signature of Applicant _____ Date _____

HOW TO APPLY

APPLICATION/CONTRACT: Submit a completed contract with your deposit or full booth fees. First time applicants must fill out the jury criteria sheet and send or email required pictures. Bath and/or candle exhibitors need to send samples. Pictures will not be returned. Please submit your current Seller Permit number for appropriate State. Applications are accepted up to the show dates.

HARVEST FESTIVAL® MAKERS MARKET REQUIREMENTS:

- Harvest Festival® Makers Market is a two-year program, regardless of how many shows you do in a given show year. After two years, you will be required to "graduate" to a 10' x 6' booth or larger depending on your needs.
- All crafts submitted must be handmade in the United States by the applicant using original and creative designs. NO COMMERCIAL OR FRANCHISED ITEMS, EMBELLISHED, BUY & SELL or IMPORTED products are allowed.
- The artist or business partner must be present at each show. NO REPS.
- Harvest Festival® will provide 3' sidewalls (separating each 8' x 6' space), basic show lighting, and one 6ft table. Electricity, if needed, must be purchased separately. Additional tables and/or chairs are exhibitors responsibility. Appropriate attire is mandatory. Professional signage is encouraged. No handwritten signs allowed. Please see show guide for further explanation. Failure to meet these standards may jeopardize your standing in future shows.
- Any new product added after you are placed in the show will affect your placement due to category limitations in each show. You must receive prior approval to sell these products in your booth. You will be asked to remove any items from your booth that have not been juried and approved. **YOU MUST CHOOSE ONE CATEGORY.**

PLACEMENTS: Booth assignments will begin in February and continue throughout the year until shows are full. Booth assignments will not be given unless appropriate deposits are received with the application. Placement notifications will be sent and monies deposited beginning in February.

DEPOSITS & PAYMENTS: Deposits are required to secure booth space prior to August 1st. This is not a deadline. If applying after August 1st, FULL FEES ARE DUE at time of application. **Full booth fees are due for ALL shows or applicants by August 1st.**

APPLICATION CHECKLIST

- New applicants must include the following pictures with your application & jury form. Electronic files acceptable.
 - 4 - product pictures that represent your finished work.
 - 1 - Picture of yourself making your product in your studio or workshop
 - 1 - Picture of your workshop showing the product being created, supplies and tools

CONDITIONS OF APPLICATION/CONTRACT

1. EXHIBITOR COVENANTS

- a) The exhibitor agrees to obtain at its own expense, any licenses or permits which are required, including without limitation, from government bodies, trade or industry associations, and any other third parties, for the operation of its trade or business during the show and to pay all taxes that may be levied against it a result of the operation of its trade or business in their space allocated.
- b) It is the sole obligation of the Producer to furnish exhibit space plus general lighting, cleaning of common area, heating and guard service. All other services of any nature shall be ordered in advance by the Exhibitor on forms provided.
- c) Any conduct deemed unprofessional by Harvest Festival® may be grounds for immediate removal of booth and exhibitor from both current and future Harvest Festival® exhibitions. In such instances there will be no refund of booth fees to any extent.
- d) Exhibitors will not bring alcohol.
- e) Proper business casual dress code will be strictly enforced. If standards not met, future participation may be jeopardized. NO SHORTS OR FLIP FLOPS.
- f) All work submitted must be handmade by the applicant in the United States. NO COMMERCIAL OR FRANCHISED ITEMS, EMBELLISHED, BUY-SELL or IMPORTED products are allowed. Kits are not allowed and assembly alone does not constitute the item as original. To be considered original, assembled work must show unique and creative design and capture the essence of the crafter or artist. Any exhibitor found displaying or selling such items in their booth may be asked to vacate immediately from said booth with no refund of booth fees.
- g) Exhibitors may not distribute literature of, or promote in any way, any religious, fraternal, political or commercial organization. Literature pertaining to the artist's work is permitted.

Updated 11/2018

2. DISPLAY STANDARDS

- a) The exhibitor agrees to occupy the contracted exhibit space (and only said space) during the full term of the show and to exhibit only the **juried products** described in this contract. NO EARLY BREAK-DOWNS ARE PERMITTED. Breaking down early will jeopardize future placement in shows.
- b) Harvest Festival® reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of exhibitors and exhibits for the show, (ii) reject or prohibit exhibits or exhibitors which Harvest Festival® considers objectionable, and (iii) relocate exhibitors or exhibits when Harvest Festival/Show Management deems such moves are necessary to maintain the character and/or good order of the show.
- c) Exhibitor agrees that, if accepted, producer is under no obligation to rent space to Exhibitor in future years. Booth locations will be rented and assigned in accordance with the best interest of the exhibition, which Producer in its sole discretion, shall have the right to decide. Harvest Festival® will not give any exhibitor exclusivity on a product.
- d) 3ft sidewalls and basic show lighting will be provided by Harvest Festival®. Electricity must be purchased separately. Signage is encouraged; however, hand printed signs are not permitted. All booth materials must meet fire proofing standards of each venue.
- e) Failure to bring booth up to required standards of Harvest Festival® may result in removal from future shows.

3. ASSIGNMENT AND SUBLETTING

The exhibitor shall not assign any rights or sublet the space under this agreement without prior written permission of Harvest Festival® which permission may be arbitrarily withheld.

4. INDEMNITY

- a) The exhibitor accepts all risks associated with the use of the exhibit space and environs. The exhibitor shall not make any claim or demand or take any legal action, whatsoever, against Harvest Festival®, the show sponsors, or the facility in which the show is held, for any loss, damage or injury howsoever caused, to the exhibitor, its officers employees, agents or their property.
- b) The exhibitor agrees to indemnify and hold harmless Harvest Festival®, show sponsors and the facility, their respective officers, agents and employees, against all claims, costs and charges of every kind resulting from their occupancy of the exhibit space or its environs, for personal injuries, death, property damages or any other damage sustained by the exhibitor or its officers, agents, employees or those for whom in law they are responsible, or Harvest Festival® or a visitor of the show.

5. EXHIBITOR'S PROPERTY/INSURANCE

All of the exhibitor's property at the show shall be at the sole risk of the exhibitor and Harvest Festival® assumes no responsibility for loss or damage thereto. Exhibitor's are responsible for obtaining their own general liability insurance for the event.

6. BUILDING

The exhibitor is liable for any damage they cause to the facility or to any property of Harvest Festival®, its agents or any other exhibitor. The exhibitor may not apply paint, lacquer, adhesive or other coatings to the facility or to the property of Harvest Festival®, its agents or any other exhibitor.

7. PETS/SMALL CHILDREN

Pets and small children are strictly prohibited on the show floor. This includes move-in and move-out days.

8. PAYMENT TERMS, CANCELLATION, AND TERMINATION

- a) **DEPOSITS** are required to secure booth space. Full booth fees are due for all shows or applicants by August 1st. Thereafter, a late fee of \$50 per 8x6, 10x10 space or cart is applicable. Booths assigned after August 1st must pay FULL FEES at time of application. Booths will be revoked if unpaid 30 days prior to show move-in date.
- b) **CANCELLATION POLICY:** Prior to August 1st, you will have 10 days after receipt of first invoice mail date to cancel without penalty. After the 10-day grace period, your deposit will be forfeited. After August 1st, cancellations will result in 100% of booth fee forfeited. A \$50 processing fee will be charged on ALL REFUNDS, including refunds that occur within the 10-day grace period.
- c) In the event the exhibitor fails to make payment as afore stated or fails to comply in any respect with the terms of this contract, Harvest Festival® reserves the right to cancel this contract without notice and all rights of the exhibitor hereunder shall cease and terminate. Any payment made by the exhibitor on account hereof will be retained by show management as liquidated damages for breach of his contract and show management may thereupon rent said space. Failure to appear at the event does not release exhibitor from responsibility for payment of the full cost of the space rented.
- d) In the event that the exhibitors' check is returned by a bank, due to insufficient funds, a \$25 administrator fee will be charged to the exhibitor.

9. REMOVAL OF EXHIBITS

The exhibitor agrees no display will be dismantled or goods removed during the entire run of the show, but will remain intact until the end of the final closing hour of the last show day.

10. CANCELLATION OR CURTAILMENT OF SHOW

In the event that the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the control of Harvest Festival®, or if for any reason Harvest Festival® is unable to permit the exhibitor to occupy the facility or the space, or if the show is canceled or curtailed. Harvest Festival® will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the exhibitor may suffer. The reasons listed include, but are not limited to, such reasons as: 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.

INITIALS _____

Harvest Festival® Original Art & Craft Show

