

2023 Tour

APPLICATION & CONTRACT



Established 1972

1145 Second Street, Suite A332, Brentwood, CA 94513
(P) 925-392-7300 (F) 925-392-7303 www.harvestfestival.com

Previously Juried Exhibitor First Time Applicant - Never Juried

Company _____
 Name _____
 Address _____
 City _____ State _____ Zip _____
 Phone () _____ Cell () _____
 E-mail Address _____
 Web Site _____
 Etsy _____
 FB/Instagram _____
 CA Sellers Permit (REQUIRED)#: _____
 Referred by: _____

DEPOSITS & PAYMENTS: Deposits are required to secure booth space and are non-refundable. Applications will not be accepted without payment. **August 1st is NOT a deadline to apply;** 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 \$200 deposit per cart, 10' x 6', 10' x 10' = \$ _____
 _____ x \$300 deposit per 10' x 15' booth = \$ _____
 _____ x \$400 deposit per 10' x 20' booth = \$ _____
 _____ x \$600 deposit per 10' x 30' booth = \$ _____

- 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 _____
 Payment Plan (final balance monthly payment) Initials _____

**We cannot charge final balance unless box is checked and you've initialed.*

All credit card payments will be charged 3% convenience fee.

Bill to: VISA Mastercard American Express
 Card #: _____
 Exp. date: _____ Zip _____ CVV# _____
 Name on card: _____
 Signature: _____ Date _____

DATE	CITY	BOOTH SIZE CODE	LOCATION REQUEST CODE
Sept. 8 - 10	LAS VEGAS		
Oct. 6 - 8	VENTURA		
Oct. 13 - 15	DEL MAR		
Oct. 27 - 29	PLEASANTON		
Nov. 10 - 12	SAN MATEO		
Nov. 17 - 19	SACRAMENTO		
Dec. 1 - 3	POMONA		
BOOTH SIZE (CODES)		LOCATION REQUESTS (CODES)	
1 10' (Standard)		C Corner (NOT GUARANTEED)	
2 15'		A Away From Entrance	
3 20'		E Near Entrance	
4 30'		N Away From Stage	
5 10' x 6' (LIMITED)		S Near Stage	
6 Stationary Cart 4' x 4'		G Away From Food	
7 Outdoor (Pleasanton, Ventura and Del Mar ONLY)		F Near Food	
		L Central Location	

CATEGORY:

- | | | |
|---|----------------------------------|--------------------------------------|
| <input type="checkbox"/> BAGS | <input type="checkbox"/> GLASS | <input type="checkbox"/> MIXED MEDIA |
| <input type="checkbox"/> BATH, BODY & CANDLES | <input type="checkbox"/> HOLIDAY | <input type="checkbox"/> MUSIC |
| <input type="checkbox"/> CERAMICS & POTTERY | <input type="checkbox"/> JEWELRY | <input type="checkbox"/> PETS |
| <input type="checkbox"/> CHILDREN | <input type="checkbox"/> LEATHER | <input type="checkbox"/> WALL ART |
| <input type="checkbox"/> CLOTHING & TEXTILES | <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 and pictures 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:
LV _____	SM _____	<input type="checkbox"/> CURRENT
VE _____	SC _____	<input type="checkbox"/> NEW EXHIBITOR
DM _____	PA _____	
PL _____		

I/We hereby apply for exhibit space in the 2023 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 filled-out contract with your deposit or full booth fees. First time applicants must fill out the jury criteria sheet and send or email required pictures. Food, bath and/or candle exhibitors need to send samples. Food exhibitors MUST submit food questionnaire. Previously juried applicants adding new product must include pictures and the jury criteria sheet. Pictures will not be returned. Please submit your current Seller Permit number for appropriate State. Applications are accepted up to the show dates.

REQUIREMENTS:

- All crafts submitted must be handmade or 50% embellished in the United States by the applicant using original and creative designs. NO COMMERCIAL OR FRANCHISED ITEMS, BUY-SELL or IMPORTED products are allowed.
- The artist or business partner must be present at each show. NO REPS.
- 8' high sidewalls of drape, panels or grids (no tarp), appropriate lighting, and 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.

FOOD EXHIBITORS: Specialty Food Exhibitors are required to secure health permits and will incur additional health department fees. Detailed information will be in your exhibitor kit. Single size servings, intended for immediate on-premise consumption are not allowed.

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
 - 1 - Booth picture (a sketch may be submitted instead of pictures)

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 or 50% embellished by the applicant in the United States. NO COMMERCIAL OR FRANCHISED ITEMS, 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 11/2022

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) Sidewalls, panels or grids (no tarp), and appropriate lighting, is mandatory. 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 and are non-refundable. Your application will be deemed incomplete and will not be accepted if it is submitted without credit card information or a check. Full booth fees are due for all shows or applicants by August 1st, July 1st for Las Vegas. Thereafter, a late fee of 10% fee will be charged per booth space. 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, 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.
- 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