

TERMS AND CONDITIONS
FOR VENDING
AT THE BAKERSFIELD CHRISTMAS MARKET

In consideration of the opportunity to license chalet space(s) and sell products in The Bakersfield Christmas Market (TBCM) and the Vendor, by signing the attached Contract, agree to the following terms and policies, which are incorporated into the Contract in their entirety:

1. DEFINITIONS . When capitalized in this Contract, the following terms have the following meanings:

"Contract" means the contract for vending at THE BAKERSFIELD CHRISTMAS MARKET, which each Vendor must sign, and into which these Terms and Conditions are incorporated.

"Market" means The Bakersfield Christmas Market.

"Daily Vendor" means a Vendor who intends to vend infrequently during The Bakersfield Christmas Market season and who signs a Contract.

"Season Vendor" means a Vendor who intends to vend the full duration of the Market who signs a Contract.

"Weekend Vendor" means a Vendor who intends to vend only on Saturdays and Sundays during The Bakersfield Christmas Market season and who signs a Contract.

"TBCM" is in reference to The Bakersfield Christmas Market.

"Market Master" means the individual appointed by TBCM in accordance with Section 2.C. below.

"Terms and Conditions" means the terms and conditions referenced herein.

"Vendor" means a Season Vendor, Daily Vendor, and Weekend Vendors who are directly involved with the distribution of items to be sold at the Market. This would include creating craft items from raw materials, textiles and resalable goods.

"Vendor Fees" means the fees which a Vendor is required to pay under Section 6.A. below.

"Gather Joy Productions, LLC" refers to the entity that will be producing, promoting and administering The Bakersfield Christmas Market.

"GJP" is in reference to Gather Joy Productions, LLC, it's employees, officers, and agents.

2. MARKET POLICIES AND ADMINISTRATION.

A. Role of GJP. GJP shall administer the Market. GJP reserves the right, in its sole discretion, to terminate the Market, to change the times, dates, chalet spots, or policies relating to the Market, and to terminate any Vendor's contract for vending at The BAKERSFIELD CHRISTMAS MARKET due to contract breach.

B. Market Policies . TBCM via GJP shall establish all Market policies, including policies applicable to customers, as well as Vendors, and shall set forth all Vendor Fees if applicable.

C. Market Master . GJP shall appoint and supervise the Market Master, who will coordinate with Vendors to provide information about, interpret, and implement Market policies, oversee the Market operations, oversee Market set-up, assign vending spaces based on availability, collect fees, conduct on-site inspections of Vendor booth sites, and assess or recommend the assessment of discipline of Vendors who violate these Terms and Conditions or otherwise fail to satisfy their obligations under this Contract.

D. Questions and Complaints. Vendors may direct concerns or questions regarding operation of the Market to the Market Master. Vendors may make complaints to the Market Master or may submit written complaints directly to Jeremy England, Owner of Gather Joy Productions LLC.

3. MARKET OPERATIONS.

A. Market Schedules.

The Market will operate from 11:00 a.m. to 8:00 p.m. Sunday through Thursday, and 11:00 a.m. to 9:00 p.m. on Friday and Saturday from December 8, 2023 until December 24, 2023.

Vendors may have access to their space(s) beginning one hour before the starting time and must vacate by no later than 11:00 p.m. on their term date.

B. Vendor Documentation.

1. Each Vendor must sign a Contract and pay all required Vendor Fees.
2. When signing and submitting his or her Contract, each Vendor is responsible for obtaining their own liability insurance and permit(s) to sell under State and Local law. GJP is not responsible for any liability that has arisen from a third party source. GJP's insurance will provide General Liability Coverage for TBCM property, personnel, and attendees to the Market only.

C. Assignment of Vending Spaces

The Market Master will allocate spaces for Season Vendors in advance of the opening of the Market. The Market Master will assign spaces for Daily Vendors as available, giving priority to Season Vendors.

D. Vendor Parking.

Vendors at the Market must park vehicles as directed by the Market Master or TBCM Security.

Vehicle drivers must comply with the direction of the Market Master.

E. Equipment and Supplies.

1. Vendors at the Market may supply a display rack, counter, or tables not to exceed the boundaries of his or her chalet space(s) and these, including products, and displays, are allowed only up to the chalet space area as prescribed by TBCM. The designated walkway area must be kept clear for pedestrian use. No alterations to the chalet may be permitted unless prior authorization has been given.

Umbrellas or other weather protective devices may be supplied by the Vendor. Vendors are solely responsible for damages or personal injuries resulting from the use of their equipment and supplies. NO alterations to any chalets or stalls may be permitted without the Market Masters prior knowledge.

Products marketed from chalets are to be marketed, shown, or placed next to or on its presenting counter, table(s), or as directed by the Market Master.

2. TBCM currently has no plans to permit Vendors' use of electrical appliances.

Should TBCM decide to permit such use in the future, TBCM will notify Vendors and additional requirements, including but not limited to those that follow, will apply. Vendors' electrical equipment and use of electricity are subject to inspection by the TBCM Safety and Fire Prevention Departments.

F. Vendor Conduct.

1. Vendors must comply with all local, state, and federal laws and regulations that apply to them.
2. Vendors are solely responsible for their own compliance with such laws and regulations.
3. Vendors must comply with all Terms and Conditions written herein.
4. Vendors who are scheduled to vend at the Market on their term date must notify the Market Master if they will not be attending on a particular day by no later than 24 hrs in advance.
5. Vendors must set up their own displays on each day they offer goods for sale at the Market. Vendors must be present while their goods are offered for sale.
6. Vendors retain full and exclusive responsibility for their Market space(s), for their sales, and for the actions of their assistants.
7. Vendors must dress appropriately, including shoes, shirt and appropriate wear.
8. Vendors must maintain their space(s) in a clean, safe, and sanitary manner.

9. Vendors must bring their own cleaning supplies, including sanitizer solution (with rags and buckets), brooms and dust pans. After each Market, Vendors must collect all trash or garbage that is generated in or around their booths and must sweep up all debris in the chalet. Vendors must dump all refuse in the bins provided by TBCM.
10. Vendors may not smoke in the Market area.
11. Vendors may not bring animals to the Market area, unless required due to disability.
12. Vendors must supervise their children at all times and may not allow any children under 16 years old to wander the Market area without a parent or guardian.
13. Vendors must permit on-site inspections at the end of each term with at least 2 hours advance notice of the Market Master, to verify compliance with these Terms and Policies.
14. Vendors will cooperate with TBCM in conducting promotions and events to attract additional customers and to add to the atmosphere of the Market.

5. VIOLATIONS.

A. Unsafe or Illegal Conduct . The Market Master may immediately terminate a Vendor's vending privileges if the Vendor is selling unsafe or dangerous products, if the Vendor is violating any applicable law, rule or regulation, or if the Vendor is otherwise engaged in any unsafe or illegal activity.

B. Procedures for Determining Compliance or Violations.

1. The Market Master may use his or her own observations, information provided by third persons, and information gathered in inspections to determine if a Vendor has complied with these Terms and Conditions.
2. The Market Master will at all times retain the authority to request a Vendor to correct any failure to comply with these Terms and Policies immediately, and to suspend the vending privileges of any Vendor who fails to make the required protection.
3. The Market Master will report all noncompliance or violations to TBCM, which may follow any procedures that it deems in its sole discretion to be appropriate in evaluating an alleged violation and will decide whether a Vendor has violated the any other of these Terms and Conditions. The TBCM ruling will be final and binding for all purposes.

4. If the TBCM determines that a Vendor did not commit a violation, the Market Master will notify the Vendor and no further action will be taken. If TBCM determines that a Vendor has committed a violation, the Market Master will provide written notice to the Vendor terminating the Vendor's vending privileges effective immediately.
5. A Vendor whose vending privileges have been terminated will not be eligible to re-apply to become a Vendor until at least 12 months have expired following the date on which the Vendor's vending privileges were terminated.
6. Notwithstanding any other provision in these Terms and Conditions, TBCM may terminate a Vendor's vending privileges and the Vendor's Contract at any time if TBCM determines in its sole and reasonable judgment that a Vendor has failed to comply with any provision in these Terms and Policies. No Vending Fees will be refunded.

6. VENDOR FEES.

A. Amount of Vendor Fees . Each Vendor shall pay the following non-refundable \$50 deposit fee.

Vendor Fees:

Season Vendors: Duration of the TBCM season: \$40/day

Daily Vendors: Infrequent attendance of the TBCM season: \$45/day

Weekend only vendors: Saturdays and Sundays only during the TBCM season: \$55/day

B. Timing and Method of Payment.

Season Vendors: Weekly payment on each Sunday of their term

Daily Vendors: At the end of the daily term

Weekend Vendors: Payment will be collected each Sunday of their term.

7. COVENANT NOT TO SUE AND RELEASE OF ALL CLAIMS.

A. Market . Each Vendor at the Market, on behalf of himself, herself, or itself and his/her/its dependents, employees and agents, unconditionally promises not to assert or file, and hereby unconditionally releases, any action or suit at law or in equity alleging personal or bodily injury, death, or property damage in connection with or as a result of any activity under or in connection with this Contract against (i) TBCM or officers, employees or agents, and (ii) Gather Joy Productions, LLC officers, employees and agents, regardless of the negligence or other fault of any of the foregoing.

B. Survival . This Section 7 shall survive any termination of the Contract.

8. INDEMNIFICATION.

A. Market. Each Vendor at the Market agrees to fully indemnify and hold (i) TBCM and TBCM officers, employees and agents and (ii) Gather Joy Productions, LLC officers, employees and agents, harmless from any and all claims asserting liability, loss, bodily injury, death, or property damage, including settlements, judgments, and reasonable attorney fees and litigation expenses, arising from or related in any way to Vendor's participation in the Market regardless of the negligence or other fault of any of the indemnified persons or parties.

B. Survival . This Section 8 shall survive any termination of the Contract.