

Terms: 2020 Interweave Yarn Fest Marketplace

Eligibility

Peak Media Properties has the sole right to determine the eligibility or termination of any Vendor or product for inclusion in the event. The subsequent use of the word 'Management' refers to Peak Media Properties dba Interweave Yarn Fest or Yarn Fest Market.

Allotment of Space

Every effort will be made to honor booth assignments, however, Management reserves the right assign and/or make changes in exhibit space and location at any time in the best interest of the Event as a whole. Contact management to confirm location before publishing your booth number.

Conditions to Set-Up Booth Space

Vendors must check in and complete set-up in the allotted time preceding Yarn Fest Market. Any Vendor not checked in during this time may forfeit their space with no refund. If a Vendor fails to install product in the space within the time limit set for event opening, or fails to pay the space fee by the deadline specified, or fails to comply with any other provision concerning the use of space, Management will have the right to take possession of space for such purposes as it sees fit, and the Vendor will be held liable for the full fee of the space. Vendor acknowledges that failure to appear does not release the Vendor from responsibility for payment of the full cost of the space reserved. Vendor further acknowledges that if Vendor is overdue on payment to any Peak Media Properties division, Management shall have the right to restrict Vendor from setting up, without any refund obligation, until the overdue amounts are paid.

Limitation of Liability

All property of the Vendor is understood to remain under the Vendor's control, in transit to or from the facility, subject to the rules and regulations of this Agreement. All merchandise shown or displayed by the Vendor shall be the sole responsibility of the Vendor. Under no circumstances shall Management be responsible for any injury to person, loss or damage to the merchandise or any other property or equipment of Vendor. Vendor additionally agrees to make no claim for any reason whatsoever against Management or agents of management for injury, loss, theft, damage or destruction of goods, for any damage of any nature, for any action of any nature.

General Liability Insurance

Vendor acknowledges that Peak Media Properties does not maintain insurance covering personal injury, damage, destruction or loss of Vendor property. It is the sole responsibility of the Vendor to obtain General Liability insurance coverage and to name Peak Media Properties as an additional insured. It is expressly understood by Vendor that neither Management, nor its employees, agents or representatives shall be liable for damage or personal injury to the Vendor, including any employees, agents, representatives or guests, whether to person, business or property, as a result of theft, fire, accident or any other cause.

Set-up, Storage and Operation

Vendor booths are to remain open and staffed at all times during Yarn Fest Market. Hours and dates for installation, selling and dismantling will be those specified by Management. Early dismantling will result in a \$100 fine and possible exclusion from any future F+W event. No storage will be provided. Vendors are required to store all packing crates or boxes within the confines of the reserved space or outside the facility.

Vendor assumes all responsibility for compliance with all event rules and ordinances; regulations and codes of local, state and federal government concerning fire, safety and health and business licenses(s)/and permits needed to sell in Yarn Fest Market; as well as with the rules and regulations of operators and owners of the property and facility in which Yarn Fest Market is held.

No part of your booth or booth contents can exceed 8' in height from the floor and it must conform to the published rules and regulations of the facility. Nothing (tables, chairs, signs, displays, products, etc.) may extend outside the confines of the reserved space. Any vendor not complying with rules, ordinances, regulations or codes shall be required to dismantle its set-up and shall vacate the premises forthwith. In such event, no refund will be provided to the Vendor and Management shall not be responsible for any damages, costs or losses suffered by the Vendor.

Amplifiers and sound generating equipment is not permitted. Loud noises, pungent odors or other disturbances will not be permitted. All product must be clean.

Signage and Flyers must remain within the confines of the reserved space. Lobby space and literature table displays are available for an additional fee.

All shipping and receiving must be coordinated by the Vendor through the facility. Vendor is responsible for all fees associated with shipping and receiving packages and any other supplies and materials. Vendor must remove all trash at the end of the Market and Vendor agrees to maintain an orderly space during the event. A \$100 cleaning fee will be assessed to the Vendor if trash is not reasonably disposed of and space is not left reasonably clean. Fees for damage may apply.

Products

All products, demonstrations, sales, activities, distribution of sales materials, etc. must be confined to the limits of the reserved Vendor space. No part of your booth may extend into the aisle. Please do not pin to the booth-drape. All products and services offered for sale by the Vendor must be identified as accurately as possible. Only products and services detailed in the Exhibitor Application are to be displayed, demonstrated, advertised or sold. Management reserves the right to re-request the removal of any products or services in violation thereof.

Care of Premises

Vendor is liable for any damage caused to the facility building, floors, walls, columns, equipment or other property. Application of labels, tape, paint, adhesives or other coatings to the facility property is strictly prohibited. Vendor agrees to pay promptly for any and all damage to the facility or its equipment incurred through carelessness or otherwise, caused by the Vendor, its employees, agents, contractors, invitees or representatives.

Cancellation of Event

If Management cancels the event due to circumstances beyond reasonable control (such as acts of God, acts of war, government emergency, labor strike or unavailability of the exhibit facility, or other), Management shall refund to each Vendor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of Management to Vendor. If Peak Media Properties elects to cancel the event for any other reason, Management shall refund to each Vendor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Management to Vendor.

Cancellation by Vendor

Vendor may only cancel this agreement by giving written notice to Peak Media Properties, with evidence of receipt. There are no refunds but all requests will be reviewed.

Release

The Vendor releases and forever discharges Peak Media Properties, its employees, agents, officers, parent company and affiliates from any and all manner or actions, liabilities, suits or claims, including attorney's fees, which may arise out of or relate to the use or occupancy of reserved space or service provided to Vendor under this contract.