

# Artists' Faire Vendor Terms and Conditions

## Eligibility

Interweave has the sole right to determine the eligibility or termination of any Vendor or product for inclusion in the Artists' Faire.

## Allotment of Space

Table assignments will be made by Interweave. Interweave reserves the right to make such changes in exhibit space and location assigned in its sole discretion in the best interests of the Event, and in order to best serve the Vendors as a whole.

## Conditions to Set-Up Table Space

Vendors must check in and complete set-up between 4:00pm and 6:00pm on Friday, October 24, 2014. Any Vendor not checked in during this time may forfeit their table. NO REFUNDS. If a Vendor fails to install product on the table space within the time limit set for opening event, or fails to pay the table fee by the deadline specified, or fails to comply with any other provision concerning the use of space, Interweave 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 at the Artists' Faire does not release the vendor from responsibility for payment of the full cost of the table. Vendor further acknowledges that if Vendor is overdue on payment, whether or not related to Artists' Faire, Interweave 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 Interweave be responsible for any loss or damage to the merchandise or any other property of any Vendor.

Vendor agrees to make no claim for any reason whatsoever against Interweave or service contractors for loss, theft, damage or destruction of goods, for any damage of any nature, for any action of any nature of Interweave and for failure to hold the Artists' Faire.

## Set-up, Storage and Operation

Vendor tables are to remain open and staffed at all times during the Artists' Faire. Hours and dates for installation, selling and dismantling will be those specified by Interweave.

Vendors are required to store all packing crates or boxes with the confines of the table 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 at the Artists' Faire, as well as with the rules and regulations of operators and owners of the property and facility in which the Artists' Faire is held.

Nothing (tables, chairs, signs, displays, products, etc.) may extend outside the confines of the table. Vendors not complying with rules, ordinances, regulations or codes shall be required to dismantle its table and shall vacate the premises forthwith. In such event, no refund will be provided to the Vendor and Interweave shall not be responsible for any damages, costs or losses suffered by the Vendor.

Table display height must not exceed 4 feet and must conform to the published rules and regulation of the facility.

Smoking is not permitted in the facility.

Amplifiers and sound generating equipment is not permitted.

Vendor must remove all trash at the end of the Artists' Faire and Vendor agrees to maintain an orderly table during the event. A cleaning fee will be assessed to the Vendor if trash is not disposed of and table is not left clean. Additional fees for damage may apply.

All demonstrations, sales, activities, distribution of sales materials, etc. must be confined to the limits of the Vendor table.

### **Raffles**

Vendor agrees to donate \$15 worth of product for the CREATE raffles conducted during the Artists' Faire. Please drop off your product upon check-in at the CREATE onsite registration desk.

### **Products**

All products and services offered for sale by the Vendor must be identified as accurately as possible.

### **Signage**

Table signage must remain within the confines of the table. Signs involving neon or similar gasses are prohibited.

### **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. Vendor acknowledges that Interweave does not maintain insurance covering damage, destruction or loss of Vendor property. It is the sole responsibility of the Vendor to obtain any insurance covering and to name Interweave as an additional insured, as well as, to obtain all permits (including sales permits) required by the City and State of event location. It is expressly understood by Vendor that neither Interweave, nor its employees, agents or representatives shall be liable for damage or 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 whatsoever.

### **Release**

The Vendor releases and forever discharges Interweave, 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 table space or service provide to Vendor under this contract.