

Soil3 Garden Show 2020 Vendor Agreement

Super-Sod and Soil3 (hereinafter referred to as Super-Sod) will host a garden show to demonstrate local talent and educate aspiring or experienced gardeners about vegetable gardening. The 2019 event will be held on March 14, 2020 at **Spinning Leaf Vineyard, 1414 Metcalf Road, Shelby, NC 28150**. We invite you to participate as a vendor by submitting the registration form and agreeing to the following terms and conditions:

Set Up: Friday, March 13, 10 AM – 3 PM

Sale Hours: Saturday, March 14, 8:30 AM – 3:00 PM

Tear Down: Saturday, March 14, 3:00 PM – 5:30 PM

1. Booth details: Secure your 10'x10' booth for a \$50 deposit or 10'x20' for a \$100 deposit. Deposit will be reimbursed after your participation in the event. Vendors cannot sublet booth space.
2. Booth cancellation: If it becomes necessary for a vendor to cancel their booth, they must let Super-Sod event officials know no later than March 1, 2018 for a full refund of deposit.
3. No booth furnishing will be provided and no electrical outlets are available. Bring your own signage. No tents necessary since your booth will be indoors.
4. Super-Sod reserves the right to limit the number of identical or similar companies, products, or services that may exhibit in the Show. Only garden-related items are to be exhibited at the show.
5. Booth assignments are at the discretion of Super-Sod management. Super-Sod management reserves the right to change any assigned booth spaces if necessary.
6. All vendor applications must be submitted online at <http://info.supersod.com/garden-show-vendor-app>
7. Super-Sod reserves the right to terminate this contract at any time before or during the show if the vendor or its employees or agents commit any act or omission that Super-Sod deems, in its sole discretion, to be detrimental to the purposes of the Show, violate this agreement, or violate any law or ordinance.
8. Vendor will allow Super-Sod to take and use photographs and video of their exhibit space for promotional purposes. Vendor agrees to the Super-Sod promotional, commercial use of its images of its workers, agents, and staff in photographs, video, film, or other media depiction of the Show.
9. Vendor is responsible for collecting, reporting, and paying all sales tax.
10. No pets or any animals are permitted at the Show unless acting as service animals.
11. Vendors (except for contracted food trucks) may not sell or serve any form of food or beverage at the Show.
12. The Show officially closes at 3:00pm on Saturday, March 14. Vendors shall not remove merchandise prior to the established closing time. Any vendors who begin packing up their booths or leave prior to closing will not be considered for participation in future Shows.
13. Vendor agrees that all belongings must be removed from Spinning Leaf Vineyard by 5:30pm on Saturday, March 14.
14. Vendor agrees not to deface property and agrees to accept liability for any damage to property of others or Spinning Leaf Vineyard caused by or resulting from actions of Vendor, its agent, employees, representatives or visitors. Any such damage shall be remedied at Vendor's expense and to the satisfaction of the property owner.
15. Vendor assumes all responsibility for loss, theft, or destruction of goods or personal injuries to itself, its employees, agents, representatives, or visitors.
16. The show will continue except in cases of dangerous weather, and the Vendor is required to be present for the entire Show. If a decision is made to suspend the Show based on weather, Vendor will be notified in a timely manner.

17. Super-Sod is not responsible in any way for loss or damage to Vendor's property. Security will be provided after hours, but Vendor is responsible for securing its booth.
18. Super-Sod shall not be liable to Vendor's agents, invitees, licensees, visitors, or to any other person, for injury to person or damage to property on or about the premises caused by the negligence or misconduct of Vendor, its agents, servants, or employees or any other person entering upon the premises under express or implied invitation of Vendor.
19. Vendor agrees to indemnify and hold harmless Super-Sod from any loss, attorney's fees, expenses, or claims arising out of any such damage or inquiry.