

EXHIBITOR/VENDOR CONTRACT RULES AND REGULATIONS

Please read the information on this sheet and retain for future reference. When you sign the contract you will also be letting me know that you understand and agree with this information. Please feel free to call if you have any questions.

When a problem comes up concerning location, times, other crafters, vendors or anything in general please come to a representative from Gypsy Dreams. This way the problem can be solved with as little distraction as possible.

Terminology:

“Vendor” refers to any person who registers for an event with the intent to sell, trade, or recruit at an event. “Pending vendor” refers to any person who has registered for an event who has not yet met all requirements to become a confirmed vendor. “Confirmed vendor” refers to a person who has met all requirements (payment, registration form, ST19), and has been accepted into an event.

1. Rules

1.1 You must be at least 18 years of age to register for an event; and by registering or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.

1.2 I the vendor understand that my registration for any event will be tentative until I receive a final confirmation from Gypsy Dreams stating that application, ST19 form, and payment has been received.

1.3 I the vendor understand that it is my responsibility to find a replacement for my spot in the event if I cannot make the event. The replacement must be approved by Gypsy Dreams prior to the event.

1.4 I the vendor understand and agree that if I am a no call/no show to my confirmed event I forfeit participation in all future Gypsy Dreams; even if I have already been confirmed for future events.

1.5 I the vendor agrees that early take down of my booth is NOT permitted; I will forfeit participation in all future Gypsy Dreams if I take down early.

1.6 If I the vendor forfeit future events, I will not be given a refund on any monies already paid.

2. Exhibits

Gypsy Dreams reserve the right to determine the eligibility of any company or product for inclusion in exhibition space and may reject its inclusion at its sole discretion. Lotteries, drawings, guessing games or prize contests of any kind sponsored by individual exhibitors are subject to Event Management approval and scheduling. Display material must be confined to the individual vendors own booth area. Because of the scent sensitivities of a number of people, I am asking you not to light candles, turn on warmers or diffusers with scents in them. You can display a warmer for the light aspect or the diffuser so people can see the steam but all must not have scents in them. No placard, stickers, or other signs relating to non-paid exhibiting firms will be allowed in individual exhibits or anywhere else in the show. No advertising or printed material, which in the Event Management's opinion is undignified or otherwise objectionable, shall be distributed. Vendors have the right to distribute brochures and other printed matter approved by Event Management, only from the space occupied by them and no other way. The vendor agrees that

their exhibit shall be admitted and shall remain from day to day solely on strict compliance with these "Rules and Regulations" and any other rules communicated by the Event Management to the exhibitor. The Event Management reserves the right to reject, eject or prohibit any exhibit in whole or part, or vendor or his/her representative, with or without giving cause. If the vendor is ejected by the Show Management, there shall be no return of any amount paid by the vendor.

3. Advertisement:

3.1 Vendor agrees to allow Gypsy Dreams to use name, business name, and any photos taken at an event of vendor and their merchandise for advertisement. This includes but is not limited to Gypsy Dreams, newspapers, flyers, and social media.

3.2 Gypsy Dreams makes no express or implied warranty as to the success or profitability you will have from exhibiting, sponsoring or any other promotion you do at any event produced by Cathy Fox-Christensen, Tameka Miller and Gypsy Dreams.

4. Payments

4.1 The only forms of payment acceptable are: personal checks, money orders or cashier's checks.

4.2 If a personal check is not honored, vendor will be responsible for paying any fee charged by Gypsy Dreams bank due to a returned check in addition to original amount of check. A vendor will also be banned from registering for any future Gypsy Dreams.

4.3 In the event that a vendor who is scheduled for any other events coordinated by Gypsy Dreams ends up banned due to a dishonored payment, no refund will be issued for any event the vendor has paid for.

4.4 No exhibit will be permitted to be placed in the exhibition space until full payment has been made.

5. Subletting of Space

No exhibitor shall assign or sublet the whole or part of the space allotted, or exhibit therein, any programs or services other than those specified in the contract for exhibit space unless such is preapproved in writing by Gypsy Dreams or their Representatives.

6. Sale of Merchandise

Merchandise sales must comply with all local, state, federal laws and regulations. In addition, you must be in compliance with all alcohol laws as they apply and the rules and regulations of the facility itself. (NOTHING ILLEGAL WILL BE PERMITTED)

7. Limitation of Liability

The vendor agrees to hold the Facility, Cathy Fox-Christensen and Tameka Miller of Gypsy Dreams and their Representatives harmless and blameless and will make no claim for any reason whatsoever, including negligence, against Event Management, its officers, agents, employees, or the lessors or owners of the Facility for loss, theft, damage or destruction of property, nor for any injury to it or its employees, agents, or invitees while in the Facility.

8. Compliance with Laws

Vendors shall not engage in any display, publication, performance, or other activity, which is in conflict with any applicable law, regulation, rule or ordinance, nor shall vendor, or their representatives or employees, engage in any lewd display, publication or performance. Vendor will be responsible for obtaining all necessary governmental permits and licenses. Vendor shall comply with any rules promulgated by the owners or manager of the Event/Show premises.

Minnesota REQUIRES an ST19 form to be filled out by Vendors for all events in the state of Minnesota, failure to return an ST19 form with this application and fee will not guarantee your attendance to the show. **All forms and fees** will be the only way to hold your spot for this event.

9. No Guarantee of Attendance

Gypsy Dreams does not guarantee specific volumes or levels of attendance at the Event. Vendors shall not be entitled to any refund, in full or in part, of any amounts paid based on actual attendance level.

10. Set-up and teardown

There are no exceptions to these hours unless prearranged with promoter. Except where stated differently these are the setup and breakdown times.

The Summer Spectacular: Setup: Friday from Noon to 5pm and Saturday from 6:45am to 8:30am
Teardown: 2pm to 4pm

Please be aware of the setup and teardown times.

Pieces of exceptional value should be personally secured and the exhibitor's sole responsibility. Under no circumstance should a vendor cover & leave the show prior to the event ending time. In the event of early teardown, you will be banned from any future events and all money paid will be forfeited.

11. Amendment to rule

Any and all matters or questions not specifically covered by the preceding Rules and Regulations shall be decided solely by Gypsy Dreams. These standards may be amended at any time by Gypsy Dreams, Management without notice and all amendments so made shall be binding for the vendor.

12. Use of Exhibit

Gypsy Dreams may, at its discretion at any time, use photographs, videos, logos and testimonials of any vendor for its own publicity use.

13. Entire Contact

This instrument contains the entire Contract between the parties relating to the subject matter hereof. The parties have made no contracts, representations or warranties, relating to the subject matter hereof which are not set forth herein. No modification of this Contract shall be valid unless made in writing and signed by the parties hereto.

14. Choice of Law

This contract shall be governed by and construed in accordance with the laws of the State of Minnesota.

15. Mutual Non-Disparagement.

The parties agree that they will represent each other's business in a positive light and not disparage or in any way communicate to any person (including, but not limited to, any customer, vendor, sponsor or news media) any negative information or opinion concerning the business of the other party or the Event. In the event of the violation of this provision, the other party shall be entitled to injunctive relief (including a cease and desist order) and equitable relief (including damages for defamation and/or tortious interference with business relationship).

16. Assignment

The parties' rights and obligations under this Contract shall not be assignable without permission of the other party. (Means if you are on the contract you must show unless you ask permission to have another representative take your assigned booth space /or location)

17. Sampling

All vendors must comply with sampling and alcohol policies of the facility at vendor's expense.

Food Laws vary for the State of Minnesota and you would need to obtain the appropriate license from the state, county or city AND they must be displayed at your booth for everyone to see, for the following:

1. Sampling of your products.
2. Selling premade food products.

(There will be NO alcohol sampling at any of Gypsy Dreams events)

There is to be NO alcohol consumed by vendors or served to guests by vendors. This will result in immediate expulsion from the event and forfeiture of spots at future events and no refunds will be made.

18. Acceptance

This document shall not constitute a contract between the parties until acceptance by Gypsy Dreams.

19. Parking

Please park your vehicle in the furthest point away from the front door or in the back lot. If unsure, ASK.

20. Refunds:

I the vendor, once a confirmed vendor, agree to commitment to participate and understand that, all monies paid to Gypsy Dreams are non-refundable and no reimbursement or transfers of fees will be issued. If there is an event Gypsy Dreams needs to cancel a new date will be scheduled within 180 days. A full refund will be issued to the vendor in 4-6 weeks from date of the event only if we are unable to reschedule within 180 days.

Producing and displaying a product is only part of the job of crafting/and showcasing. Be prepared to smile, greet and SELL your products, if a person cannot find you or has to interrupt you - they WON'T! If you're reading, hiding behind your display, or they can't get your attention - another product may catch

their eye. When having a bad show - do not complain loudly about your circumstances - a crafter /vendor next to you or within hearing distance may be having a good show and trying to close a sale. This is a competitive business and each customer is very important. You never know when that customer is looking for just what you have and while you are complaining about the event they choose to go to another booth where someone greets them with a smile. It is great to have fun at the show/event and talk to the crafters/vendors around you, just remember customers are first. A promoter can only try to put people in front of you-they cannot sell your product for you. If there are people coming by but nobody is buying - take a hard look at your product, pricing, display and selling techniques.

THANK YOU for exhibiting with us. We hope you have a prosperous show and look forward in sharing it with you.