

# NATIONAL HEIRLOOM EXPOSITION

## SONOMA COUNTY FAIRGROUNDS

Santa Rosa, CA  
SEPTEMBER 11, 12, 13, 2018

### Farmers Market Application

Company/Organization Name: \_\_\_\_\_  
Contact: \_\_\_\_\_ Contact e-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_ Website: \_\_\_\_\_  
Contact On-Site: \_\_\_\_\_ Contact On-Site Cell-Phone: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Outline **in detail** products or services to be exhibited. **Be thorough**, as your exhibit is limited to these items. Use additional page if required.

### Booth Type:

All booth spaces are outdoor, 10' X 10' and are **rent free** to farmers. We do require a refundable deposit of \$100.00 per reserved space.

- ^ To qualify for Farmers Market status, booth contents must be a minimum of 90% fresh produce.
- ^ All booths are 10'x10', if multiple booths are required please specify.
- ^ All farmers in the Farmers Market area must provide their own 'pop-up' tent(s) and table(s)
- ^ Farmers must participate all three days.
- ^ Three attendee passes per booth included.

Booth Package (specify quantity desired) \_\_\_\_\_

Refundable deposit (\$100.00 per 10' X 10' space) \$ \_\_\_\_\_

Voluntary donation to school gardens.....\$ \_\_\_\_\_

Grand Total: \$ \_\_\_\_\_

Payment Information. Checks should be made payable to 'National Heirloom Exposition' and mailed to:

Baker Creek Seeds  
2278 Baker Creek Rd  
Mansfield, MO 65704

I have read the entire contract including Terms and Conditions. By signing hereunder I agree to abide by all rules, regulations, terms and conditions and cancellation policy. All information I have provided is accurate.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Further questions please contact: Lisa at (417) 924 8917; [info@theheirloomexpo.com](mailto:info@theheirloomexpo.com)

*Other Advertising Opportunities Available*

## Agreement Terms and Conditions

The following are the contract terms of the agreement to rent exhibit space from The National Heirloom Exposition, herein known as "Expo". It is agreed that each Exhibitor will abide by and be responsible for the rules and regulations of this agreement. Please note – your signature on this agreement indicates that you have read and understand the following terms:

1. **PRODUCER:** The word 'Producer' as used herein shall mean the producing organization, The National Heirloom Exposition, agents or employees acting for and in the management of the Expo.
2. **BOOTH CONSTRUCTION:** Each booth will be 10' x 10' with 3' high curtain side dividers, 8' curtained backdrop (no drapes on outdoor booths, no backdrop on produce booths.) One duplex outlet available per booth at \$25.00 set-up charge, please indicate if required. One 8' table and two folding chairs will be provided for each booth.
3. **PAYMENT:** Payment in full is required with this application. All applications should be submitted by July 14, 2017.
4. **EXHIBIT INSTALLATION:** Exhibitors may initiate booth construction after checking in at the Heirloom Expo desk at Grace Pavilion, upon which time 'vendor badges' will be issued. Set-up hours will be 10.00am – 10.00pm Monday Sep 10, 2018. Exhibitors are responsible for providing or arranging all necessary labor in transporting, erecting, dismantling or recreation of displays.
5. **EXHIBIT STAFFING:** We recommend that all exhibits be staffed during show hours by at least one person. **Produce displays** at the Hall of Flowers need not necessarily be staffed. Exhibitors are requested to arrive daily, 30 minutes prior to show opening.
6. **EXHIBITOR CONDUCT:** Exhibitors agree to conduct themselves in a respectful, cooperative manner appropriate to the integrity of the attendees, fellow exhibitors, Producer and Producer's staff. Children under the age of 14 must remain with their parents while at the Exposition. Parents will be held responsible for any damage caused by their children, to persons or property. We reserve the right to turn over lost or unattended children to the appropriate authorities.
7. **BOOTH OPERATION:** Products may be sold from exhibit space. The exhibitor shall hold harmless "Expo" from any and all damages and/or theft of merchandise or materials from contracted exhibition space. No exhibit shall extend beyond its allotted space unless authorized in writing by Producer. Distribution of samples and literature is strictly limited to the confines of the Exhibitor's booth.
8. **NOISE CONTROL:** The use of any sound equipment is prohibited unless approved by Producer. Sound of any kind must not project outside the confines of the exhibit booth, and Producer reserves the right to disallow any sound device if it is deemed to be in disturbance of others.
9. **SMOKING:** Producer has a strict no-smoking policy. Vendor smoking is permitted only in the vendor parking lot.
10. **RECORDING:** Each vendor shall agree to all forms of photography, video and audio recordings conducted by the Producer or its appointees, without compensation of persons, products or performances. Each vendor hereby gives permission to use any or all of these photographs and recordings, without compensation, provided such is in accordance with applicable laws.
11. **ELIGIBLE PRODUCTS:** It is the responsibility of the Exhibitor to inform the Producer of any product, service or claim that does not comply with the regulations of the FDA or any other State or Federal regulatory agency and/or is considered experimental. Exhibitor is strictly prohibited from having or selling on-site any substance or product considered illegal. All products or service to be sold, offered or referred to during The National Heirloom Exposition must be included on the reservation form.
12. **PETS:** All pets brought to The National Heirloom Exposition must have vaccination paperwork and be registered service animals. Pets are not allowed at vendor booths. Owners are responsible for any damage caused by their pets, to persons, property, livestock or other pets. Owners are required to clean up all pet waste.
13. **PARKING:** Parking is permitted in vendor parking areas only. Unauthorized or unattended vehicles will be towed at owner's expense.
14. **UNOCCUPIED SPACE:** In the event an Exhibitor has failed to occupy the space contracted for by 10.00am on the first day of the exposition, September 11, 2018, Producer shall have the right to utilize such space in any manner suited to its purposes. However, exhibitor shall not be released from its duties and obligations under this contract and Producer will not refund any monies paid for reservation of the exhibit space.
15. **EXHIBIT CARE:** Exhibitors are responsible for keeping exhibit space clean and tidy at all times. Exhibitor is responsible for placing trash and recyclables in the appropriate designated trash and recycle bins.
16. **BREAKDOWN OF EXHIBIT:** Booth tear-down and removal will take place between 9.00pm and 11.00pm on Thursday September 13<sup>th</sup> and between 8.00am and 5.00pm on Friday September 14<sup>th</sup>. Under no circumstance should booth removal commence prior to 9.00pm on Thursday September 13<sup>th</sup>, 2018. All materials **MUST** be removed by Exhibitor after Expo during the booth 'tear-down' time-frame. Any materials left behind will be removed by Producer and Exhibitor will be billed at the rate of \$100.00 per hour. Minimum fee \$100.00.
17. **BOOTH ASSIGNMENT:** Booth assignment will be at the sole and exclusive discretion of Producer. Sponsor booth packages will receive premium placement. Exhibitor shall not assign, sublet or apportion the whole or any part of the space assigned or have representatives, equipment or materials from entities other than his/her own in the exhibit space, without the express written consent of Producer. Once all indoor booth spaces are filled, further exhibitor applicants will be offered an outdoor booth location. Producer reserves the exclusive right to assign an outdoor location to any vendors which it deems in its sole and exclusive discretion are unsuitable for the indoor exhibit halls.
18. **SECURITY:** The exhibit hall must be vacated 30 minutes after the close of the show daily (except on the final day of the show.) Exhibitors will be allowed to enter the exhibit hall upon presentation of exhibitor badge only. Producer does not warrant or otherwise ensure the exhibit will be free from theft, vandalism or other mishaps before, during or after show closing. Exhibitor expressly waives any and all claims against Producer, it's agents and employees, which may arise as a result of security or staff failing to prevent harm to exhibits or otherwise perform satisfactorily.
19. **INSURANCE:** Insurance will be purchased by Producer as required by the facility (fairgrounds) for attendee liability in common areas. Insurance coverage does not include exhibit areas, and the Exhibitor holds Producer harmless from all claims arising within the contracted exhibit area. Exhibitor further agrees to hold harmless Producer, it's owners, agents servants and employees, from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the exhibitor may be liable under any Workers Compensation law and exhibitor himself/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of, or in any way connected with the exercise by exhibitor of the privileges herein granted. Producer may, at its option, require Exhibitor to provide evidence of liability insurance.
20. **REJECTED EXHIBITS:** Exhibitor acknowledges and agrees that the exhibit shall be admitted and permitted to remain in the Expo only upon continued strict compliance with the terms and conditions of this agreement and its standards. Notwithstanding such compliance, the Producer reserves the right to reject or remove Exhibitor's exhibit, in whole or in part from the exhibit hall for any reason whatsoever. If Exhibitor's exhibit is removed without cause given, Producer shall return to Exhibitor the unearned portion of the rental fee. No portion of the rental fee shall be returned if rejection or removal occurs upon violation of this agreement or the standards.
21. **FIRE AND SAFETY LAWS:** All Federal, State and City regulations pertaining to fire and safety must be adhered to.
22. **SALES LICENSES:** Exhibitors who plan to sell merchandise on the premises in a cash-and-carry fashion are responsible for complying with all appropriate City, County, State and Federal licensing and tax requirements. Information can be obtained prior to the Expo from the proper licensing agency.
23. **BOOTH CONTRACT:** The exhibit space contract, upon receipt by Producer shall constitute a valid and binding contract. If due to circumstances beyond the control of Producer, such as war, fire, strike or other emergency, the Expo should be canceled, Exhibitor shall waive any claims for damages or compensation against Producer, it's owner, agents or affiliates.
24. **NON GUARANTEE:** Exhibitor agrees that Producer, it's agents and employees shall remain free from harm in the sale of products, attendance, exclusive privileges of Exhibitor success.
25. **FAMILY EVENT:** Expo is a family oriented event. Any product, music, language or physical action that would, in the sole judgment of Producer be inappropriate for children is prohibited.
26. **COMPLIANCE WITH LAWS/STANDARDS:** Any Exhibitor sampling food at their booth is responsible for all Health Department permits, rules, regulations and licenses. By law, individuals are not allowed to bring alcoholic beverages which were purchased off premises, onto the Sonoma County Fairgrounds.
27. **FAILURE TO COMPLY:** Failure to comply with these rules and regulations may result in fines levied by Producer, Sonoma County Fairgrounds, or Government agencies. Producer and Sonoma County Fairgrounds retain their right to close any exhibit which fails to cooperate with these policies. Any questions or issues that are not covered in this contract shall be subject solely to the decision of Producer.
28. This contract establishes a vendor-client relationship only; i.e., the 'vendor' is the Exhibitor named below; the 'client' is Producer as previously defined. This contract specifically excludes the existence or implication of any partnership agreement or ownership position on the part of the Exhibitor, whether expressed orally or implied by anyone who is a party to this agreement or whether expressed orally or implied by third parties.
29. **LAW AND VENUE:** The parties agree that this contract shall be interpreted under the laws of the State of California and that the proper venue for an action concerning this contract is in Sonoma County.