



(Live Music, Beers, Wines, Beverages, Food Trucks, Crafts, Vendors, and More!)

LEAVES & LAGER – VENDOR TERMS & CONDITIONS

- 1. Eligible Exhibits:** Everyone is welcome to apply, but all decisions are subject to the sole determination of LEAVES & LAGER. LEAVES & LAGER shall have the power to interpret and enforce these terms and conditions governing exhibitors, hereinafter referred to as “Vendor(s)”. All matters not covered by these terms and conditions shall be subject to the final judgment and decision of LEAVES & LAGER. The Vendor Agreement (Exhibitor Terms & Conditions and registration form), when properly executed, shall be a binding agreement between the two parties. Each Vendor, for itself and its employees, agrees to abide by these terms and conditions and agrees that the sole control of the event rests with LEAVES & LAGER.
- 2. Space Reservations:** Requests will be reviewed upon receipt of a submitted application. Decisions will be announced by within 48 hours of application. If accepted, payment must be made in full by September 30, 2022. LEAVES & LAGER shall endeavor to assign booth space consistent to Exhibitor’s wishes, subject to availability. However, LEAVES & LAGER reserves the right, in its sole discretion, to assign or therefor reassign booth spaces in accordance with the effectiveness of the festival. Exhibitor shall not assign or sub-lease their booth space to any person or entity.
- 3. Care & Use of Exhibits:** Vendors are responsible for the orderly presentation of their booth and for cleaning within their booth space. Vendors may not advertise or display goods other than those sold by it in the regular course of business. The space assigned to the exhibitor is for its own exclusive use and may be used only for the display and sale of its goods and services approved by LEAVES & LAGER at the time of application.
- 4. Staffing/Attendance:** Vendors must have their displays set up by 10:00am on Saturday, October 22, 2022 unless a **FOOD** vendor and must be set up by 8:00am for Frederick County Inspection. Booths must be staffed during all vendor hours (Saturday, October 22, 2022, 11:00am-7:00pm); in no instance can a booth be left unattended. No booth will be dismantled before the official close of the show at 7:00PM (with the understanding that vehicles cannot enter the grounds until 7:15PM on Saturday). All booths must be moved out no later than 8:00pm on Saturday, October 22, 2022. Upon vacating its space, exhibitor will completely clear contents from space. If space is vacated prior to 7:00PM on Saturday, October 22, 2022, LEAVES & LAGER reserves the right to refuse space to that exhibitor at future festivals. **NO EXCEPTIONS.**
- 5. Signage/Demonstrations:** Only professionally typeset signs will be allowed; no “homemade” or hand lettered signs. No mechanical devices or other apparatuses can be noisy or interfere with other Vendors. Mechanically amplified demonstrations must be approved by LEAVES & LAGER.
- 6. Booth Provisions:** Vendors are responsible for all material, equipment or labor needed in their areas, including tables & chairs, electrical cords, pop up tents, and garbage cans. Limited spots with electric hookups are available.
- 7. Insurance and Liability:** LEAVES & LAGER assumes no risk and by the acceptance of this agreement, the Vendors expressly release the management of and from any and all liabilities for any damage, injury or loss to any person or goods that may arise from the rental and occupations of space by Vendors and agree to hold and save the management harmless of and from any loss or

damage by reason thereof. LEAVES & LAGER assumes no responsibility whatsoever for any property placed in the exhibition center and the management is hereby released and discharged from any and all liability from and loss, injury or damages to persons or property that may be sustained while at the show.

8. Decorations: All decorations must be of fireproof material or be made fireproof by treatment with fireproofing liquid. Vendors may not place any booth furnishings, etc. outside of assigned area.

9. Food Vendors: Must comply with Frederick County, MD health department regulations concerning the storage, preparation, and distribution of food items. Food Vendors must provide their own hand-washing station and supply booth workers with rubber gloves. Additionally, all food vendors must use recyclable or compostable materials (i.e. plates, silverware, napkins, cups, etc.).

10. Alcoholic Beverage may only be sold by preapproved vendors that will be in the beer garden area only. All other vendors may not sale alcoholic beverages. If vendors are found to have alcohol on premise, vendor will be asked to shut down and leave immediately.

11. Cancellation: If Vendor voluntarily cancels after September 2, 2022, but before September 23, 2022, 100% of any amounts paid in advance is refundable by check to the address of record on the application within 14 days of canceling in writing. If Vendor voluntarily cancels after September 23, 2022, there will be no refund paid by Vendor. If LEAVES & LAGER as presently scheduled is cancelled or rescheduled due in whole or part to any causes beyond the control of LEAVES & LAGER, LEAVES & LAGER shall be entitled to 50% of all fees owed by Exhibitor, in order to cover costs incurred in planning and staging the event. If event is cancelled or rescheduled due solely to any cause within the control of LEAVES & LAGER, LEAVES & LAGER shall refund all monies paid by Exhibitor. However, under no circumstances shall LEAVES & LAGER be liable for any other costs or consequential damages incurred by Exhibitor as a result of such cancellation or rescheduling, regardless of whether due to cause(s) beyond or within LEAVES & LAGER control.

Please sign and complete the following:

Business Name: _____

Authorized Representative (print): _____

Signature: _____ Date: _____

Please return to:

**Leaves & Lager, Dakota James Foundation
PO Box 1464
Frederick, MD 21702**