

Spring Garden Festival

Vendor Policies and Procedures

Accommodations:

The accommodations for vendors at The Tillers' Spring Garden Festival will consist of 10' by 10' spaces on the parking lot or in the grassy area along the garden path. Tents, tables and chairs will not be provided.

Participants:

All vendors at The Tillers' Garden Festival **must have items available for purchase**. Items do not have to be completely handcrafted. Items and booth must reflect our "garden" theme in some way. Due to limited space and overwhelming response, we will not accept applications for businesses promoting their services. The Tillers reserves the right to deny vendor applications they deem inappropriate for this event.

Reservations:

Spaces will be reserved upon receipt of the booth space fee and completed and approved application. Availability is limited and will be "first come, first served."

Cancellations:

If, for any reason, you need to cancel your reservation, you must do so by April 30 in order to receive a refund of your fee. No refunds will be made after that date. Vendors who are "no call/no show" will not be invited to participate in any future Tillers events.

Subletting:

Reservations may not be transferred to other individuals or vendors without prior approval from The Tillers Nursing and Rehabilitation Center, Inc.

Set Up:

Participants may set up their space from 8:00 am to 9:30 am (or you may call to make arrangements to come earlier). Any vendor who has not checked in by 9:00 am forfeits their space and will not receive a refund for their space fee. Participants must be completely set up by 9:30 am. Cars will be allowed in the vendor space area until 9:30 am, but are required to be moved by that time.

Displays and Character of Exhibit:

No sign or merchandise shall be displayed outside the assigned space or interfere with any neighboring exhibits. Use of loudspeakers, wire recorders, televisions sets, stereo systems and radios, or the operation of machinery which is of sufficient volume to annoy neighboring exhibitors will not be permitted. (At the discretion of The Tillers Nursing and Rehabilitation Center, Inc.)

Parking:

Participants are required to use the parking offered in the grassy field to the NORTH of The Tillers' building. Compliance allows space for other guests. Those vendors with handicapped needs must notify The Tillers prior to the event so that appropriate arrangements can be made.

Take Down:

Spaces must remain open until 2:00 pm, at which time, participants are free to take down their merchandise and bring their vehicles closer to the vendor space area. Vendors who do not adhere to this will not be invited to return. The Tillers will not be responsible for items left or stolen.

Prices:

Prices must be clearly posted at all times.

Waste Disposal:

All vendors are required to properly dispose of their waste materials in the appropriate containers provided. (For larger items, dumpsters are available at the rear of the facility.)

Weather:

The Tillers' Garden Festival does not have a rain date. Refunds will not be issued due to rain or other uncontrollable circumstances.

Power:

There are very limited power sources. Please inquire for details. Power will not be supplied unless previously arranged with The Tillers Nursing and Rehabilitation Center, Inc.

Hold Harmless and Indemnification:

The participant agrees that neither The Tillers Nursing and Rehabilitation Center, Inc., or any of its employees, agents or officials shall be liable for injury to the Participant's business or any loss of income therefrom, or from personal injury or damage to the property of the Participant, its employees, invitees, customers, or any other person in or around the Participant's booth regardless of whether injury or damage results from conditions arising from other sources or places, including power outages and other similar occurrences, and regardless of whether the cause of means of repairing the conditions are inaccessible to the Participant. The Participant further agrees that The Tillers Nursing and Rehabilitation Center, Inc. shall not be liable for damages arising directly or indirectly from any act or omission of The Tillers Nursing and Rehabilitation Center, Inc. or customer at the event.

To the fullest extent permitted by law, the Participant shall indemnify, keep and save harmless The Tillers Nursing and Rehabilitation Center, Inc., its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgements, costs and expenses, which may arise directly or indirectly from any negligence or reckless or willful misconduct of the Participant, its employees or agents. The Participant shall at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgement shall be rendered against The Tillers Nursing and Rehabilitation Center, Inc. in any such action, the Participant shall, at its own expense, satisfy and discharge the same.

Insurance and Liability:

The Participant shall carry its own insurance. The Tillers Nursing and Rehabilitation Center, Inc. assumes no responsibility for the safety of the properties of the Participant, its officers, agents or employees from theft, damage by fire, accident of any other causes whatsoever, and the Participant expressly agrees to save and hold harmless The Tillers Nursing and Rehabilitation Center, Inc. and their respective management, agent, and employees from any and all liability resulting from injuries or damage to Participant, its agents, employees and attendees, persons and/or properties in connection with the Participants use of the exhibit space.

Neither The Tillers Nursing and Rehabilitation Center, Inc., its members, employees, agents nor representatives will be responsible for any injury, loss or damage that may occur to the Participant or to the Participant's employees or property from any cause whatsoever.

Food:

Food/beverage vendors are not permitted at the fair. Baked goods (such as ready to eat cookies, breads, etc...) may not be sold. However, packaged food products and mixes (such as products sold by Tastefully Simple, Pampered Chef, and Homemade Gourmet) are permitted.

Fees:

Accommodations:

\$25 per 10'x10' foot space

(\$5 discount to previous vendors of Country Fair or Garden Festival)