

Landmark Tabernacle

TERMS AND CONDITIONS

Title: LMT Holiday Market, but will be referred to as "the event".

- **Organization:** Landmark's Guest Service Team, 2727 South Sheridan, Denver, CO 80227 henceforth the "Organizer".
Email: lmtholidaymarket@gmail.com
- **Location Dates, Hours:** Landmark Tabernacle, 2727 South Sheridan, Denver, CO 80227; Saturday, November 18, 2017; 9 am – 3 pm. Vendor access to set-up at 7:00 am.
- **Application for Participation:** Complete this contract and submit with payment ull payment through PayPal invoice. No application will be approved without the required payment. The Vendor herewith agrees to accept all rules, regulations, terms and conditions of the show as being valid for himself / herself and employees. The Vendor accepts full responsibility, and is liable for any and all actions of any employees of the Vendor's assigned selling space. The Organizer is entitled to seize the Vendor's exhibits in lieu of any breach of obligation and to cover any costs incurred.
- **Conditions of Application:** The hire of exhibition space is for the entire duration of the show. Upon application acceptance, the Organizer herein grants revocable license to use the exhibition table assigned, subject to these terms and conditions. The Organizer makes no representations or warranties except as expressly set forth herein. The license granted is revocable by Organizer in the event Vendor shall violate this agreement.
- **Table Assignment:** Where feasible the Organizer will assign the location requested by the Vendor. However, the Organizer reserves the right to change original table assignments if deemed to be in the best interest of the show or for circumstances beyond the control of the Organizer.
- **Admission requirements:** The Organizer reserves the right to determine Vendor eligibility for inclusion in the show as well as accept admission of the vendor's items for exhibition. The fee submitted with application will be refunded in full if application is declined. Applicants cannot legally claim the right to participate in the show and applications may be turned down by the Organizer without providing a reason. Organizer can withdraw admission granted if the necessary prerequisites can no longer be fulfilled and all deposits will be returned.
- **Contract of Hire:** The contract of hire between the contractual partners (the Vendor and Organizer) becomes valid as soon as the application has been accepted. Organizer shall have full power to interpret the rules, terms and conditions of this contract to make such ruling as may be deemed by the Organizer to be in the best interest of the show. Any written amendments of the foregoing rules, terms and conditions shall bind the Vendor. During the show, due to its temporary nature on facilities which are not regularly operated by the Organizer, various unknown and anticipated contingencies may arise, and the Organizer reserves the right to interpret the relative rights of the parties in the light of such unanticipated circumstances and/or contingencies.
- **Conditions of Payment:** A full payment must be paid upon acceptance of application. Payments should be made online, by Organizer PayPal account, or check mailed to above Organization's address.
- **Vendor Cancellation:** The Organizer understands that unforeseen circumstances can arise that will prevent a vendor from attending the show as originally planned. Therefore, release from contract is possible by written request; and will be handled on case by case circumstances.
- **Pricing Requirements:** All items for sale must be marked with the price or have signage indicating the price.

- **Site Conditions:** If the allocated space has not been claimed by Show opening time, the space will be considered forfeit and the Organizer is entitled to use or assign space otherwise. No refund will be made. It is the Vendor's responsibility to keep selling site clean, neat and orderly before, during, and after the show.
- **Set-up:** is on day of event between 7 am to 8:30 am. ALL vendors must be unloaded by 8:00am. If you have not arrived by 9:00 am your space WILL BE REALLOCATED!
The vendor must provide their own tablecloth / drape to cover their table. Vendors requiring extra space are to rent 2 table spaces.
- **Break-down:** Break-down is at 3:00 pm only on day of event. Clearance of, and departure from the exhibition stands/table is prohibited before the close of the show so as to maintain visual appeal and security of stand/table.
- **Clean up:** Vendor must securely bag or box all trash in his/her selling space prior to departure from show facility, and remove waste to dumpster or remove from show site. Vendor shall be subject to financial liability for the repair, or replacement of any damages or equipment losses caused by Vendor and/or any labor involved in clean-up or unconfined trash.
- **Safeguarding, Security measures:** The Organizer will ensure for the overall security of the exhibition site, but is exempt of liability for any loss or damage incurred. Vendors must ensure that both the exhibition stands/tables and items exhibited are properly safeguarded during exhibition hours, during set-up and break-down. The Vendor agrees that the Organizer is in no way responsible for the safety or loss of Vendor's merchandise at any time.
- **Parking:** Free parking during the event will be provided to customers and vendors.
- **Sales Tax:** Vendors must file both Colorado State and City of Denver sales tax within 30 days after the event. Vendor agrees to cooperate fully with revenue and taxation authorities and agrees to pay any fine incurred by the Organizer if that fine is a result of Vendor's failure to follow Colorado and/or Denver tax laws.
- **Insurance:** Vendor is responsible for any and all insurance risks implicit or explicit in Vendor's participation in the Show, including, but not limited to, claims arising from the use of vehicles or equipment, set-up / break-down operations, and from any claim arising from any act or omission of Organizer, its owners, employees, agents, or guests, and from any claims arising from loss, robbery, burglary, pilferage, vandalism, fire, water damage accident, negligence or other cause, regardless of how act or omission generates such claim or claims.
- **Cancellation / Postponement of the Show:** If, due to circumstances beyond the Organizer's direct control or in the case of force majeure (e.g. fire, bomb threat, blizzard, terrorism), it becomes necessary to close down or postpone the date of the show; this will not entitle Vendors to a release from contract or to a reduction in hiring fees. However, if the Show is cancelled 30+ days before commencement, 100% refund of Vendor's payment will be given. Vendor shall hold Organizer harmless against all other claims and liabilities to vendor whether arising from expenses incurred, to be incurred, loss of anticipated profit or otherwise.
- **Liability:** Vendor is liable for all damage caused by themselves, their employees, their representatives, or through their exhibits/fixtures and fittings to any persons or other objects. Vendor agrees to hold harmless Landmark Tabernacle and all its employees and agents from any damages or fines imposed due to violation of any law or ordinance, which may occur anywhere within the "LMT Holiday Market" name or space. Vendor agrees to comply with all terms and conditions herein and protect, indemnify, save, or hold harmless Landmark Tabernacle, and all agents and employees against any and all cost, damage, loss, liability or expenses arising from actions or by reason of said Vendor occupancy and use of assigned selling space through the "LMT Holiday Market" as stated herein this agreement. Vendor will comply with all building and local government fire regulations, including but not limited to flame proofing regulations and electrical regulations.