

VENDOR TERMS, CONDITIONS, AND WAIVER

GENERAL INFORMATION

- Our arts and crafts, specialty foods, vintage finds and food concession vendors are juried, and we have implemented category limitations to increase your opportunity for success. Preference is given to makers producing handmade products. We are not accepting applications for commercial sales, direct sales, nonprofit, or political exhibitors at this time.
- Vendors are required to be open and present for the **ENTIRE event**, this means a two-day event requires a two-day commitment.
- Deadline for entries will remain open until all booths are reserved or the Thursday proceeding the scheduled event.
- Fees are non-refundable.

APPLICATION CONSIDERATIONS

- Prior to applying, please review the size of booth and understand that power is not included nor provided.
- Artists, crafters, makers, and vintage finders must be able to fit into a 12'x12' space and not overflow out beyond your designated space.
- First time vendors must also provide a minimum of five quality pictures with your application. Photo specifications are outlined in the application for each vendor type.
- After your application is submitted, it goes through a review process. Affirmed vendors will receive an emailed letter of approval and invoice to remit booth fees. Acceptance is not final until booth rental fees are paid in full.
- Should your application be accepted, then your application serves as a fully binding contract in agreement with our policies.
- Upon acceptance you will have 72 hours to remit payment of fees, after the fee payment deadline expires your space will no longer be held and may be awarded to the next applicant on the list.
- Each exhibitor is responsible for their own display and items. Lucky Ladd Farms assumes no responsibility for loss or damage.

SPECS, SETUP & TEARDOWN

- Vendors are assigned a booth space that is 12'x12' in size. Should you require a larger area then you will need to reserve additional spaces.
- Setup begins at 8:00 AM on the day of the event. Vendors must be ready at farm opening. Tear down begins at farm closing time as scheduled on the day of event. Event times can be found on the application since they vary throughout the season.
- Tents, tables, chairs, etc. will need to be provided by the vendor.
- Vendors will be required to secure their tents with weights, stakes are not permitted.
- Vendors are to designate on their application if their booth will be emitting any type of sound including but not limited to music, humming generators, etc.
- All arts and crafts, specialty foods, and vintage finds vendors are limited to a maximum of two people per event. Additional staff needed to assist with set-up or tear-down will need to be off premises before the farm opens and may return at closing time, alternatively, you can purchase tickets for them to stay and attend the event. We do not provide labor for loading or unloading vendor's trucks.

- Vendors will not be able to park vehicles inside the farm park or next to their booths. All vehicles will be required to move to designated parking areas at least 30 minutes before the event begins.
- Vendors are responsible for keeping their area clean during the event and upon completion of tear down.

CONCESSIONAIRE/ FOOD SERVICE VENDOR INFORMATION

- All concessionaires / food service vendors must operate out of a fully licensed and inspected food truck or food trailer. Tents will not be permitted for food services.
- Concessionaires will be required to provide copies of a valid permit from the Tennessee Department of Health and along with proof of insurance.
- Concessionaires will be required to provide a detailed description of the food you want to bring. Food service vendors will not be allowed to bring items not listed and approved by Lucky Ladd Farms.
- Concessionaires preparing food on-premises are permitted a maximum of four staff. Additional staff needed to assist with set-up or tear-down will need to be off premises before the farm opens and may return at closing time, alternatively, you can purchase tickets for them to stay and attend the event.

What is the difference between a specialty foods exhibitor and a concessionaire or food service provider?

A specialty foods exhibitor is selling food that is typically considered as a "unique and high-value food item made in small quantities from high-quality ingredients." Specialty foods will have been processed, prepared, and packaged off-site. They are ready to sell off the shelf but might also be sampled. They are often described as being artisanal or gourmet and might include items such as cheeses, chocolates, jarred goods, or freshly baked.

A food service concessionaire on the other hand will prepare food/beverages made to order on-site during the event.

KIDS MARKET VENDOR INFORMATION

Kids Market is designed to support kid entrepreneurs who are artists, crafters, bakers, farmers, and creators. The Kids Market is held in conjunction with our Makers Markets.

- To participate, you must be a creative kid, 18 years old or younger. Kid vendors 13 years of age and younger must have a guardian present.
- Kids are limited to one 12'x12' booth space per family. Only kid's creations should be sold at the booth. Tell us what you plan to sell in your application...Be creative! Think creative art, slime, jewelry, felted products, plants, produce, baked goods, soaps, birdhouses, anything you have made or grown to sell. We want to showcase a variety of goods and not have too many of the same things.
- You will need to bring your own table, chairs, tent, and any supplies you need to display your items. You will need to arrive early to set up your booth, so you are ready for customers at opening time.

- You are responsible for all sales at your booth, including your own cash, change, and any other method of payment you choose to accept.
- You must register to reserve a booth. There is no booth fee for kids! Booth sizes are approximately 12'x12'. You will receive an email from us confirming your reservation, as well as details, reminders, and updates about the event.
- Prior to applying, please understand that power is not included nor provided.
- Kids Market Vendors must be able to fit into a 12'x12' space and not overflow out beyond your designated space.
- Each exhibitor is responsible for their own display and items. Lucky Ladd Farms assumes no responsibility for loss or damage.

WHAT ELSE IS INCLUDED?

- 4 FREE complimentary single-day-visit admission tickets to Lucky Ladd Farms Fun Park and Petting Zoo per event you participate in, with the option to purchase additional tickets at a discounted rate. Tickets are good for the season the event you are participating in is scheduled for and may be distributed to family and friends or given away to your preferred customers!

INCLEMENT WEATHER POLICY:

Lucky Ladd Farms is almost entirely an all-outdoor venue. You are reserving a space for an event that will be held outdoors. Safety of our guests, staff, and animals are primary considerations, therefore Lucky Ladd's will occasionally close our facility due to severe weather conditions.

Operations and market activities will go on regardless of outdoor temperatures so please dress accordingly. Operations and market activities will remain open during periods of light rain. However, operations may be suspended if there is lightning, torrential downpours, or flooding in the area.

A weather forecast, for Lucky Ladd Farms physical location, showing a probable chance of consistently heavy rain that is 60% or greater during our scheduled hours of operation will automatically result in cancellation of operations and market activities for the day. (*Consistently means the forecast shows a high chance of rain here at the farm for the better part of the day. This does not apply for a storm passing through.*) Once a decision is made to cease operations for the day, we will not reopen, even if weather conditions improve later in the day.

Rain checks to attend a different market are only issued to on-site vendors should it become necessary for the Farm to close early for the remainder of the day due to inclement weather.

Should a decision to close be made before opening for the day then vendors will have the option to transfer their booth rental fees to another event, receive a voucher credit to use towards a future event, or request a full refund. Should the vendor opt for a full refund then complimentary tickets which have been issued will be voided. Fees may be pro-rated depending on the number of days impacted by weather related closure.

Closure notifications are (1) emailed to vendors, (2) announced on our information hotline recording, and (3) posted on our Facebook page should cancellation of outdoor activities be necessary.

IMPORTANT: Please do not assume weather conditions at Lucky Ladd Farms are the same as your location. Decisions will be based on our physical location only.

REFUND POLICY:

Booth rental fees are non-refundable, unless Lucky Ladd Farms Inc. is forced to completely cancel the entire event. Fees may be pro-rated depending on the number of days impacted by a closure. Failure to set up as scheduled, for any reason, is considered a no-show and will result in full forfeiture of rental fees.

COMMUNICATION POLICY:

By completing a purchase, I allow Lucky Ladd Farms to email or occasionally text me with information about this or upcoming events. I understand that I can opt out at any time.

On occasion Lucky Ladd Farms Inc. will photograph or take video of visitors for educational or promotional purposes. Entry to Lucky Ladd Farms grants full permission for the use of these images without notification or compensation.

TENNESSEE AGRITOURISM LIABILITY ACT

WARNING. Under Tennessee law, there is no liability for an injury to or death of a participant in an agritourism activity conducted at this agritourism location or by this agritourism professional if such injury or death results from the inherent risks of the agritourism activity. Inherent risks of Agritourism activities include among others, risks of injury inherent to lands, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this agritourism activity.

WARNING. Play at own risk. Adult supervision is required. Playground attendants not on duty. Lucky Ladd Farms is not responsible for injuries. There are inherent risks of using playground equipment and/or inflatable activities, including but not limited to sprains, fractures or breaks.

WARNING. By visiting Lucky Ladd Farms, you fully acknowledge that there is an inherent risk of exposure to common communicable and zoonotic diseases such as COVID-19, E. Coli, Salmonella, Listeriosis, etc. from both humans and animals. It's important to remember that anyone can become sick from a communicable and/or zoonotic disease, including healthy people. However, some people may be more at risk than others and should take steps to protect themselves or family members. These people are more likely than others to get really sick, and even die, from infection with certain diseases. These groups of people include: children younger than 5, adults older than 65, pregnant women, and people with weakened immune systems.

TENNESSEE EQUINE ACTIVITY ACT

WARNING. Under Tennessee law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Tennessee Code Annotated, title 44, chapter 20.

TENNESSEE BOVINE LIABILITY ACT

WARNING. Under Tennessee law, a bovine owner is not liable for any injury, loss, damage, or death of a person resulting from the inherent risks of bovine activities, pursuant to Tennessee code Annotated, Title 44, Chapter 21.

By applying to participate as a vendor with exhibit or sales space with Lucky Ladd Farms Inc., you the vendor, any person(s) in attendance with you, all family, heirs, executors and administrators full

acknowledge receiving advisement of risks and hereby agree to hold harmless and do forever release Lucky Ladd Farms Inc. (dba Lucky Ladd Farms), along with its directors, owners, staff, volunteers, vendors, and any affiliates should any issue, injury, illness, or death arise for any reason to yourself, any member of your family, or any person in attendance with you; for all current and future liability related to Lucky Ladd Farms Inc. Further, you the vendor, any person(s) in attendance with you, all family, heirs, executors and administrators hereby agree to all terms, conditions, and waivers provided. The vendor understands and agrees that all products are required to be made and created by them and that booth fees and space reservations may be forfeited or canceled if this is misrepresented. Finally, vendor understands that a contract for exhibit space is not finalized until written notification that their application has been accepted and approved by Lucky Ladd Farms Inc. and fees or deposits have been paid by the vendor.