

## **Marketfest 2024 Vendor Agreement**

This Vendor Agreement is entered into by and between the Vendor identified on the signature line below and **White Bear Lake Main Street, Inc.**, a Minnesota non-profit, doing business as **Marketfest** (“Marketfest”) with its principal business address located at 2179 4<sup>th</sup> Street, Suite 1-C, White Bear Lake, MN 55110. This Agreement is effective on the date both Parties sign this Agreement.

**Booth Space Reservation and Use:** Marketfest shall provide Vendor with a designated booth space on the reserved event date. The specific location of the booth will be determined by Marketfest, and the Vendor will be notified of the booth location at least one week prior to the event date. Marketfest reserves the right to unilaterally modify the booth space at any time. Vendor shall not transfer, assign, sublet, or share any booth space without written approval by Marketfest. Any such attempt to do so may, at Marketfest’s discretion, cancel this Agreement.

**Vendor Booth Setup / Tear Down and Hours of Operation:** Vendor will be notified of their arrival time in their vendor packet and may not arrive before the designated arrival time. Vendor must be in their booth space and vehicles removed from the area by 5:30pm. Vendor may not commence sales before 5:30pm but must be ready for customers no later than 6:00pm. Vendor must remain open for business and not begin to tear down until 9:00 p.m.

**Refunds:** Vendor application refunds are available (less vendor application/credit card transaction fees) up until seven (7) calendar days prior to the registered event date. No refunds are available for late cancellations within a week of the event, or for “no-shows” on the event day. Contact [info@marketfestwbl.com](mailto:info@marketfestwbl.com) for a refund request.

**Inclement weather:** Marketfest is a rain or shine event. Regardless of rain or heat, the event will proceed without cancellation or refund. In situations of extreme weather, Marketfest may postpone the start time of the event, or end the event early.

**Force Majeure Event:** A force majeure event includes, but is not limited to, acts of God, war, terrorism, earthquakes, hurricanes, floods, governmental actions, and other events beyond the reasonable control of the affected party. If Marketfest cancels the event due to a force majeure reason, payment will be refunded for the specific event date. If the event has already commenced, no refund will be provided.

**Non-Solicitation beyond designated booth:** Only approved vendors may distribute flyers and informational materials from their booth location. Vendor may not leave their booth area to distribute flyers, promotional materials, or any free items beyond their booth area.

**Limitation for only approved products for distribution or sale:** Vendor may only sell or distribute approved items at the time of the application process. Vendor may distribute promotional items or swag, but may not give away free food or beverages.

**Promotion and Marketing:** Vendor is responsible for its own marketing and promotional materials. Marketfest may share the Vendor’s name and a brief description in event marketing materials.

**Compliance with Laws:** The Vendor agrees to comply with all applicable laws, rules, and regulations, including health and safety regulations.

**Insurance:** The Vendor shall obtain and maintain appropriate insurance coverage for its booth and activities at the event. Marketfest is not responsible for any loss or damage to the Vendor’s property. Food, Farmer’s Market, and Attraction vendors must provide a Certificate of Liability Insurance with **White Bear Lake Main Street Inc.** and the **City of White Bear Lake, 4701 Hwy 61, White Bear Lake, MN 55110** added as additional insureds by June 1..

**Compliance with regulations and law:** Vendor will comply with all appropriate federal, state, and local tax laws. All food and farmer’s market vendors agree to have the proper licensure and insurance coverage for food handling and distribution.

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**Anti-Harassment:** Vendor will respect other vendors, their booths, materials, products, staff and customers. Vendor will take all reasonable steps to be free from harassing and/or intimidating other vendors or its customers. Harassment may include but is not limited to offensive jokes, slurs, epithets, physical intimidation, or any unwelcome comments or actions that create a hostile environment. In the event that Marketfest becomes aware of any violation of this anti-harassment and anti-discrimination clause by the Vendor, Marketfest may provide written notice to the Vendor, and the Vendor shall take immediate corrective action to remedy the violation. Marketfest reserves the right to terminate this contract in the event of a material breach of this anti-harassment and anti-discrimination clause by the Vendor.

**Anti-Discrimination Clause:** Vendor and its employees, agents, and subcontractors shall provide goods and services to the public without discrimination based on race, color, religion, gender, sexual orientation, national origin, disability, or age.

**Indemnification and Hold Harmless:** The Vendor agrees to indemnify and hold harmless Marketfest from any claims, losses, damages, or liabilities arising out of the Vendor's participation in the event.

**Limitation of Liability.** In no event shall Marketfest, its board, affiliates, employees, agents, or representatives be liable to Vendor or its customers for any loss, liability, theft, damage, claim or demand, including, but not limited to, theft or damage to Vendor's property, furnishings, equipment and merchandise that Vendor may incur arising out of Vendor's operations at Marketfest, whether caused by the negligence of Marketfest or otherwise. Marketfest shall not carry insurance covering any of Vendor's property for theft, loss or damage and Vendor shall be solely responsible to carry its own insurance or otherwise accept the risk of any such theft, loss or damage.

**Termination:** Marketfest reserves the right to terminate this agreement at its discretion with written notice to the Vendor.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Minnesota.

**Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements or understandings.

Agreed to the terms above:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Marketfest Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date