

## The Gifted Hand Show Vendor Contract

Contract between Christina Heiniger, doing business as FernHouse Studio LLC and \_\_\_\_\_, individual Vendor in the Gifted Hand Show.

### Terms of Participation in the Gifted Hand Show.

1. All vendors, including the above named vendor, are required to have a valid Maine State Revenue Services retailer certificate and to collect Maine State sales tax on sales made during the Gifted Hand Show.
2. Vendor named above is urged to carry liability and business insurance covering loss, damage or theft of their merchandise and booth equipment. Failure by the vendor to carry valid insurance while participating in the Gifted Hand Show is at the vendor's own risk and shall not transfer responsibility for loss, theft or damage of merchandise or said liabilities to Christina Heiniger or Fern House Studio LLC. Fern House Studio LLC and Christina Heiniger shall not be held financially responsible for any loss, theft or damage of the vendor's booth equipment or merchandise during the Gifted Hand Show, nor liable for any damages incurred by or to the vendor or their equipment during the Show.
3. Overnight security: The doors to the room the show will be in will be locked overnight and The Acadia Park Hotel provides an overnight security person. However, this said, if the vendor named above chooses to leave their merchandise in the show room overnight, it is their choice and at their own risk. Fern House Studio LLC or Christina Heiniger assumes no responsibility for loss, damage or theft of vendor's merchandise, equipment or possessions left overnight at The Acadia Park Hotel during the duration of the Gifted Hand Show.
4. Any inquiries, concerns or complaints from clients, customers and the general public about individual vendors and vendor's merchandise directed to Christina Heiniger shall be redirected to the vendor concerned. Fern House Studio LLC and Christina Heiniger shall not arbitrate disputes between vendors and their clients, customers or the general public and shall not be responsible in any way for grievances arising between individual vendors and their clients, customers or the general public.
5. Vendors are expected to behave in a professional manner and engage in ethical business practices compliant with State and Federal laws while under the auspices of the Gifted Hand Show.
6. All Vendors must be set up and ready to sell by 10am on Friday November 12, 2010. Any vendors who are not set up arriving after 10am on Friday will be turned away and not allowed to set up, and their booth fee forfeited. Be on time!
7. Booth Fee Refund Policy: Up until September 10th, 2010 vendor receives 90% refund. After September 10th no refunds shall be given. This is an all-weather show. The show will take place under any weather conditions, except extreme weather conditions such as National Emergencies or exceptionally unsafe weather conditions. No refunds will be given if the Gifted Hand Show must be canceled due to unsafe weather, last minute venue problems or other unforeseen acts of God.

I understand and agree to the terms outlined above.

Vendor signature: \_\_\_\_\_ date: \_\_\_\_\_

**Please sign, keep a copy for your records, and return a signed copy to Christina Heiniger with your show application.**