



Vendor Terms & Conditions

Booth Placement. Vendors will receive a booth assignment upon arrival at River Valley Yoga Festival.

Cancellation. Cancellation 60 or more days prior to the event will result in a \$75 cancellation fee. All cancellations made less than 60 days prior to event are non-refundable.

Certificate of Compliance (ST19). Vendor shall provide a Minnesota ST19 (Operator Certificate of Compliance) or a written statement that items offered for sale are not subject to sales tax. Failure to provide written evidence of Minnesota Sales Tax ID within 30 days of application approval will result in the release of your booth space.

Confirmation. Vendors are not confirmed until full payment is received. An invoice will be sent upon application review and acceptance. Payment is due within 30 days of the invoice or your booth space will be released.

Damages, Injuries and Claims. Vendor will be responsible for any and all damages, injuries, claims, charges and costs, whether tangible or intangible, to persons or property that in any way arise out of relate to the performance of the Services whether performed by Vendor or any other persons/entities under the Vendor's control or direction. River Valley Yoga Festival has no liability for damage or theft of Vendor's materials or equipment except to the extent River Valley Yoga Festival has agreed in writing to assume liability for materials on-site and then only for any damage or theft solely due to the negligence or misconduct of River Valley Yoga Festival.

Hours. Vendor booth must be open and staffed during Vendor Hours.

Indemnification. Vendor agrees to indemnify and hold harmless River Valley Yoga Festival, LLC ("River Valley Yoga Festival" or "the Festival"), its parents, subsidiaries, partners, sponsors, agents, employees and assigns from any and all claims, causes of action suits, damages, theft, injuries and losses to any person or goods arising out of or relating to the Festival. Vendor agrees that this release shall be a full and final compromise and release of any claims, demands, actions, and causes of action, known or unknown.

River Valley Yoga Festival shall not be liable for any failure or delay in performance arising from causes beyond the Festival's reasonable control, including, without limitation, weather, acts of God, fire, flood, terrorism, strikes,

failure of suppliers or subcontractors to substantially meet its performance obligations under this Agreement.

Item Sales. River Valley Yoga Festival reserves the right to deny sale of items that have not been listed on the application.

Liability Insurance. Vendor shall maintain a valid liability (and for practitioners, malpractice) insurance policy with \$1,000,000 minimum coverage naming River Valley Yoga Festival as an additional insured. Failure to provide proof of coverage within 30 days of application approval will result in the release of your booth space.

Photo Release. Vendor shall permit photographs and video recording of their booths, employees and agents. All photographs and video footage shall be the sole property of River Valley Yoga Festival and may be exploited by the Festival in any manner or media without obligation to Vendor.

Processing Credit Cards. Vendor is responsible for taking payments and encouraged to have data on their phone/tablet for processing credit cards.

Security. Vendor is solely responsible for securing exhibits and merchandise at night. There will be locked storage available onsite to store items.

Taxes and Permits. Vendor will be solely responsible for any and all sales, use, or other taxes, fees, permits, and surcharges imposed by any federal, state, county, or municipality in connection with the fulfillment of the Vendor's obligations under this Agreement and any other agreements.

Termination. Before the Event, any agreement, including this agreement (aka Vendor Terms & Conditions), between River Valley Yoga Festival and Vendor will be subject to cancellation by River Valley Yoga Festival with or without cause upon 3 days prior written notice to Vendor at no cost to River Valley Yoga Festival.

Vendor Selection. Vendors will be contacted within 2 (TWO) weeks of submitting their application. The selection process takes into account items sold, uniqueness, booth size and requirements, and more.

Vendor Tent Requirements. All tents must be 10x10 tents and vendors must provide tent. Securing the tent is the responsibility of the vendor. Stakes are acceptable for securing the tent. Weights are preferred.

Weather. No refunds will be made due to weather conditions. Weather can change quickly and this is an outdoor, rain or shine event. Vendors should prepare to be located outdoors and plan accordingly. River Valley Yoga Festival reserves the right to choose whether booths will be located inside or outside based on weather conditions.