

Vendor Terms and Conditions

1. GENERAL TERMS & CONDITIONS:

A. For Crosby Days, Vendors must be open from 10am to 4pm. (Food vendors specifically must be ready to serve food at 10am.) Set up is from 6pm to 8pm Friday evening and the morning of starting at 8am.

For other events, vendors shall be open for the duration of the event. Setup will start two hours prior to event start.

B. Vendor must provide their own table(s), tent, and any other items needed for their display.

C. The festival will go on RAIN OR SHINE. There will be no refunds of any kind for last-minute cancellations due to the weather. Please plan accordingly.

D. We reserve the right to determine vendor location. This determination will be based on the size and space available as well as the type of craft, product, or attraction. At the vendor coordinators' discretion, vendor location may be moved, prior to set up, for any reason.

E. Vendor is responsible for set up and take down prior to and after the event.

F. Please do not break down early unless you have an emergency.

G. Crosby Community Center is not liable for theft. Please always monitor your booth.

H. If you set up the night before, again, Crosby Community Center is not liable for theft or vandalism.

I. There is KPUD Guest WIFI onsite if you choose to accept online payments. You are responsible for making sure your transactions are complete. Crosby Community Center is not responsible for any incomplete transactions.

J. If a local, state, or federal government mandate prevents us from having the event, a refund minus the processing fee will be issued. Otherwise, no refunds will be made two weeks prior to the event unless agreed upon between the vendor and the coordinator.

2. **IDEMNIFICATION:** The VENDOR hereby indemnifies and holds harmless the CROSBY COMMUNITY CENTER (CCC), and its agents, officers, trustees, and members from any and all damages, actions, suits, claims, and other costs (including reasonable attorney's fees) arising out of or in connection with any damage to any property or any injury caused to any

person caused by the VENDOR'S use of the CROSBY COMMUNITY CENTER, including, but not limited to the CROSBY COMMUNITY CENTER'S hall, kitchen facilities, restroom facilities, basement, grounds, and outbuildings and structures, as well as ingress and egress of the facility. The VENDOR shall notify CCC of any damage or injury to which they have knowledge of in, to, or near the CROSBY COMMUNITY CENTER, regardless of the cause of such damage or injury.

3. **COMPLIANCE WITH LAWS:** The VENDOR shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the CROSBY COMMUNITY CENTER according to the permitted uses in a lawful manner. The VENDOR shall not use the CROSBY COMMUNITY CENTER in any manner that would violate any local, state or federal laws or regulations. The VENDOR here by indemnifies, CCC, its agents, officers, trustees and members for any damages, penalties, fines, suits, actions, or other costs, (including reasonable attorney's fees) arising out of or in connection with the vendors violation and any local state or federal laws, rules, regulations, or ordinances related to the vendors use of the CROSBY COMMUNITY CENTER.

4. **DISCLAIMERS:** CCC reserves the right to revoke permission granted to clients, organizations, and individuals for use of venue due to previous venue rental and breach of contract. Vendors which do not fulfill their obligations as enumerated in this policy may be denied future use. A list of these vendors will be maintained by CCC.