Central Missouri Renaissance Festival

Merchant Contract

THIS AGREEMENT is entered into on this _____ day of _____ , 20 _____ by and between the Vending Party ("VP") and the Central Missouri Renaissance Festival ("Host") identified below (collectively, the "Parties").

IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Host ("CMRF") hereby engages VP to provide merchandise upon the following terms:

1) **Vendor Booth Name *** _____ (* Required)
2) **Description of Goods to be Sold *** (CMRF does not guarantee exclusivity. Due to the size of our Festival, there will be a limited number of like or same items allowable for sale. To the best of your ability please list the items you wish to sell. Please refer below to #19. Please use an additional page if necessary) (*Required)

   _____

   _____

3) **VP Contact Name *** _____ **(*Required)**

   VP Mailing Address * _____ **(*Required)**

   _____

   VP Phone Number * _____ - _____ - _____ **(*Required)**

   VP Email Address * _____ **(*Required)**

   VP Website Address _____ **(*Required)**
   (if you wish to be linked on our website)

   VP Facebook Address _____ **(*Required)**
   (if you wish to be linked on our website and do not have a website)

4) **Date(s) of Vending**

   April 17th & 18th , 2027_____, April 24th & 25th, 2027_____, May 1st & 2rd,2027_____

   October 23rd & 24th ,2027_____

5) **Time of Vendor Required Availability** ___9:30____**AM to** ____6:30___ **PM**

6) **CLOTHING/ATTIRE:** Vendors must provide their own garb for the event. **All vendors and their employees must be fully costumed in p1eriod garb during faire operating hours.** Costuming help will be available if asked for BEFORE the faire.

7) **Description of tent**: (plastic/canvas, EZ Up/Non-Traditional, medieval pavilion,

other_____

Dimensions (in feet) Include the ropes in measurement: Frontage: _____Depth:_____

Vendor Frontage – 15': For every additional 5', an additional fee of $10 per 5' will be required

STRUCTURE INTERIOR, EXTERIORS AND DISPLAYS: All participants are required to comply with the instructions given herein regarding construction and decoration of their structure in order to present a Medieval/Renaissance feel (booth, tent, pavilion or cart).

- Structures should be constructed of wood, wood lattice, shingles, canvas or woven natural fiber fabrics, i.e. unbleached muslin, burlap, canvas, cotton, duck.
- No uncovered plastic shade covers or tarps, if it looks shiny, it must be covered on top and underneath.
- Non-Traditional tents are allowed; we wish to maintain an old-world feel and your participation in this will help greatly. This can be done by simply wrapping metal poles with fabric or flower/ivy garland. We have a number of pictures available to help you achieve your look.
- Vendors must have a sign with their booth name on it, such as a chalkboard sign, pennant, banner, etc. We encourage you to display your signs outside of your booth.

**This will be checked on the Saturday of each weekend prior to opening by a compliance auditor.

8) **Permits** VP warrants and represents that it has obtained all approvals, permits, licenses, and/or variances necessary for selling of specified goods.

9) **Insurance** All vendors must provide proof of insurance and add Central Missouri Renaissance Festival as an additional insured**: 1 million occurrence and 2 million aggregates**

Physical address: 4274 County Rd 220, Kingdom City, MO 65262

Mailing Address: PO Box 355, Holts Summit, MO 65043

**This will also be checked on Saturday of each weekend prior to opening by a compliance auditor.

10)**Fire Extinguishers** are required for all vendors.

**This will also be checked on Saturday of each weekend prior to opening by a compliance auditor.

11)**Vending Fee** VP shall make payment to the Host a Vending Fee of _____. Vendor space is only guaranteed once payment has been received. Vendor fees may be made by cash, check, money order or electronic payment.

Vending fees: $100 per weekend, two weekends would be $200, and three weekends would be $300, and four weekends would be $400.

Vendor Frontage – 15': For every additional 5', an additional fee of $10 per 5' will be required.

Eligible discounts and fees:

- Vendors will be charged an additional $20 cleaning fee for unreasonable litter left on their assigned site after the event weekend. We're not talking about one napkin missed when packing up, but for the vendors who have left bags of trash scattered on the grounds. The majority of our vendors who are respectful to the grounds as we work together to grow and improve them do not deserve to deal with the trash left behind by others.

- To add a contributing artist to your booth, they will be eligible to pay only 25% of the standard vendor fee upon approval, however other discounts cannot be applied on top of it for the contributing artist.
- Vendors willing to perform public demonstrations at a rate of five demonstrations per day (of 30 minutes or more time) are eligible for a 25% discount. Items must be hand-made (not assembled) and be able to explain and encourage patron interaction and questions. For more information on our craft guild and demonstrations, contact Lauren Freund, Vendor Coordinator, prior to sending in a contract at cmrf.vendor@gmail.com.
- **NEW VENDORS WILL NOT BE ACCEPTED WITHIN ONE WEEK OF AN EVENT WEEKEND.**
- **NEW VENDORS please await approval before sending any form of payment.**

12)Promotion Host shall be responsible for promotion of the Event. VP shall provide CMRF with a press kit and camera-ready copies of VP promotional materials for reproduction on website and promotional fliers, if VP so chooses.

13)Security Host shall not be held liable for loss, damage, or theft of VP products and equipment.

14)Termination Either Party may refuse or terminate the Vending Agreement due to violation of any law or regulation by the other Party, or any situation that the Party reasonably believes may be hazardous to any person or property.

15)Accommodations Host shall provide each member of VP with:

- **4 wristbands** for vendors (**additional passes can be bought for $5 eachat ticket booth**)
- **Early access to the grounds the day before an event weekend. Other setup times available upon request. Please email cmrf.vendor@gmail.com to discuss further times.**
- **May have vehicles on the site for unloading until 9 a.m. (one hour before cannon)**

If you need to camp nearby, please consider using a good neighbor to our fair Hanson Hills Campground. Info is below.

Full-service camping amenities are available at:

Hanson Hills Campground, 3643 County Rd 221, Kingdom City, MO 65262, (573) 642-8600

16)Cancellation If VP provides written notice of cancellation of this Agreement to the Host Contact at the address listed below, by the following dates, the Parties shall promptly take the following actions:

Date VP provides written notice of Cancellation	**Action Required**
At least 90 days before the Date of Event	Host promptly returns the entirety of the Deposit to VP
At least 60 days before the Date of Event	Host promptly returns 50% of the Deposit to VP
Less than 60 days before the Date of Event	Host returns none of the Deposit to VP

Rollovers of weekend fees will not be permitted, only refunds. A future weekend would be re-applied for approval.

The obligations of the Parties shall be excused by detention of key personnel by sickness, accident, riot, strike, epidemic, act of God, Force Majeure, or any other legitimate condition beyond the control of obliged Party. If

such circumstances arise in the case of VP, Host shall refund the Deposit to VP at Host discretion. If such circumstances arise in the case of the Host, Host shall, at its discretion, obtain a reasonably similar replacement venue available on the Date of Event, or shall comply with the notice of cancellation provisions described herein. Neither Party shall be liable for indirect, special, or consequential damages arising from any breach of this Agreement.

17) **Merchandise** Host reserves the right to disallow the sales of **any product considered outside the realm of Renaissance Festival merchandise**. Due to the size of our Festival we will be limiting the amount of same or like items. **We require all vendors to list all of the types of product that will be sold during the Festival**. When listing, **please indicate hand crafted or purchased for resale**. Example: children's wooden sword - hand crafted, latex sword- retail. **Any items not listed at the time of the contract submission will be removed from the Festival. All product may be subject to approval by the Board of Directors of this organization.**

18) **Public Persona** VP shall conduct themselves in all ways proper for a Renaissance Festival. During public interactions, barring an emergency situation, VP and all employees of VP shall speak, act, and dress in appropriate attire in association with the Renaissance and/or Fantasy themes of the faire. At no point shall VP use an electronic device (phone/tablet/etc.) in view of the public, except for swipe sales. Other modern day conveniences such as plastic bottles/coolers/etc. are highly discouraged for use and should be kept under cover of tables and/or behind tents out of sight of patrons. These restrictions shall be enforced by Host during the entirety of the festival's operating hours.

19) **General**: This Agreement will be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to the principles of its conflict of law provisions. The Parties to this Agreement agree and consent to the jurisdiction of and venue in the state or federal courts in Callaway County, Missouri in all disputes arising out of or relating to this Agreement. In the event that any provision of this Agreement is declared invalid or void by statute or judicial decision, such action shall not invalidate the entire Agreement. It is the express intention of the Parties that all other provisions not declared invalid or void shall remain in full force and effect. The failure by either Party to act with respect to a breach by the other shall not constitute a waiver of the right to act with respect to subsequent or similar breaches. This Agreement constitutes the entire Agreement between the Parties.

20) **Additional Provisions** The Parties agree to the following additional terms:

_____
_

I have read and agree to all terms as written in this Agreement

VP _____ **Date** _____

HOST _____ **Date** _____

Payment to:

CENTRAL MISSOURI RENASSIANCE FESTIVAL

Remit Contract
CMRF VENDOR COORDINATOR
Cmrf.vendor@gmail.com
CMRF Vendor Coordinator
5902 Hazelnut Ct
Columbia, MO. 65202