

Randle Lavender Celebration Vendor Online Contract:

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This contract is entered into between Claibourn Investments, LLC. DBA Cowlitz Falls Lavender Company, also referred to as we, our, or company, and the registrant and/or authorized representative of the vendor booth rental, also referred to herein as you or vendor. By signing this contract, both parties agree to the terms and conditions outlined herein. The vendor agrees to abide by all rules and regulations set forth by the company. The company agrees to provide the vendor with the designated booth space for the agreed-upon rental period subject to the terms of this contract. This contract is binding upon both parties and cannot be altered without written consent from both parties. Please read this carefully and retain this document to answer many common questions we receive as the event approaches.

1. Single booths are outdoors and up to 12X12 each, no power shall be provided unless otherwise specified. Other booth sizes are available, purchase the ticket and options appropriate to your needs.

2. Small inverting type, low noise generators shall be approved only for vendors that have an absolute need for power such as food service and/or audio/visual performers. Those meeting the above requirements do not have to ask for approval for use. Cords shall be kept free of general pedestrian traffic to minimize trip hazards. Generators shall be turned off by 10pm.

3. Vendors are responsible for bringing their own props, tables, chairs, and coverings. Vendors are responsible for ALL setup and teardown of their own booths, Cowlitz Falls Lavender representatives are not able to assist in the setup of vendor booths.

4. All coverings, tents, canopies, and awnings shall be secured firmly to the ground at minimum per awning manufacturer's guidelines to prevent injury. We experience mild to moderate easterly or westerly winds in the afternoons and we must all be prepared for the safety of ALL participants. Extra tent stakes, ropes, and/or weights shall not be provided by Cowlitz Falls Lavender Co. and unsecured awnings shall not be permitted. **TENT STAKES ARE REQUIRED REGARDLESS OF USE OF ADDITIONAL WEIGHTS.** If you are unable to anchor your tent appropriately and to our satisfaction, you will be asked to take your tent down, **NO EXCEPTIONS, NO ARGUMENTS.** Those that fail to comply will be asked to leave with no refund. Safety is our ultimate goal. Tent stakes or large construction nails are available at the local hardware store in Randle (10 min drive).

5. You will be provided instructions on where you can drive and where you cannot on arrival for loading areas that have specific unseen hazards or may not have vehicle traffic at all, a map is also available for download on our vendor page. If you willingly fail to follow our instructions and cause damage to underground utilities you will be asked to leave and no refund will be provided; additionally, you will be billed for damage caused to our property.

6. We reserve the right to limit the number of vendors in a particular category of products. Cowlitz Falls Lavender Company may choose to deny a vendor based on appropriateness of

products or due to over saturation of one type of product. Commercial resellers of products shall purchase the appropriate ticket i.e. an Avon representative must purchase an Avon ticket. If the ticket for your represented product is sold out, you may register on the waiting list. **YOU MAY NOT SELL** these branded products at your booth if the registration is already taken for that company by another vendor.

7. Vendors shall not sell or provide drugs, alcoholic beverages, tobacco products, firearms or associated parts and/or supplies, weapons, or ANY illegal item to anyone at the event or on the property. Kitchen utensils and common household tools are not regulated by this policy. Contact us for special consideration on decorative and hand crafted replicas or display items, e.g. intricate battle axes, "fantasy" knives, swords, etc. Items not hand made by the vendor shall be rejected.

8. Those that appear to be intoxicated during business hours shall be asked to leave.

9. Only legally concealed firearms shall be allowed on our property.

10. Vendors keep ALL profits of their booths and sales.

11. Setup begins Friday at 7:00am and setup area must be clear of vehicles by 10:00am. The farm is open to visitors from 10:00am to 6:00pm Friday & Saturday, and 10:00am to 4:00pm on Sunday. **Early setup is available on Thursday from 10:00am- 7:00pm. Vendors arriving outside of these hours MAY NOT BEGIN SET UP OF BOOTH(S) AND MAY NOT MAKE CONTACT US ABOUT DOING SO, PERIOD.** Please respect us by adhering to these times as we must complete OUR farm and family duties, processes, and routines leading up to the event, early birds will not get the worm...

12. Booth locations shall be on a first come first served basis, however, some areas may be reserved by us for logistical purposes or services as we require.

13. On site secured/covered storage of vendor goods will not be provided by us.

14. Vendor booth teardown and cleanup starts 4pm Sunday, those that tear down early shall not be invited to attend future events unless inclement weather presents and threatens damage to your product(s). Early teardown hurts all of our business, please stick it out until the end so we can all be profitable.

15. Vendors are encouraged to share information on the event via their social media pages or event calendars and link our official event pages to get the most out of our paid marketing campaigns. Official website event is located at www.cowlitzfallslavender.com/events and a FB event will exist as well. Steering traffic to our official website allows us additional marketing options.

16. Vendors are responsible for the set-up and clean-up of their booth areas and removal of all garbage and packaging waste personally generated during the event, please leave our grounds as clean as when you arrived.

17. Vendors shall not move booth locations once they are set up (with exception of rule 11 issues) however we are very flexible in the location set up prior with the exception of those not attending all three days which may be assigned a spot by us to prevent openings and spaces.

18. Tent or RV camping is allowed on site for an additional fee in the designated area. RV's, tents, & camper trailers are NOT ALLOWED in the vendor area during business hours. Dry camping only; power, water, sewer hookup is not available and discharge of black or grey water is not permitted for any reason. Use of on-site portable restrooms and wash stations is mandatory if you do not have a toilet. An RV dump site/campground is located within 2 miles of our farm if needed after the event. Discharge of waste will result in fines for any mitigation.

19. Setting personal toilets of any kind up inside vendor booths is NOT PERMITTED, vendors are allowed to use the clean and sanitary facilities and wash stations provided or their RV if they prefer.

20. We may choose to share your company information on our event page for promotion of the event and your products. If you have photos you would specifically like used, please email your photographs to info@cowlitzfallslavender.com with your business name in the subject line and any special notes in the body section. By sending us a photograph and agreeing to this contract you authorize us to use the photos in our online marketing of this event, future events, your products, and/or services and you attest that you are the sole owner of the photograph and permitted to authorize such use by us. Please include any social tags you would specifically like used in the email.

21. The fee shall not prorated for partial attendance and we reserve the right to decline refunds for cancellations AT ANY TIME. Funds received are used well in advance for marketing the event and reserving or securing services. Cancellations may be considered for refund if greater than 45 days prior to the event. Due to changes in our processor policies, any approved refund issued by us for a cancellation meeting the terms listed in this agreement will be at 95% of the original purchase to cover non-recoverable processing fees for charge backs (i.e. \$57 for a \$60 booking, \$95 for a \$100 booking). Any approved refund will be issued to the original card used, if the card is no longer available a refund may be issued via mailed check. In these cases a \$10 fee will be applied for materials, administration, and mailing costs, refund checks may ONLY be issued to the business or individual listed on the registration. Under no circumstances will approved refunds be issued via cash, venmo, cash app, paypal, or other payment methods.

22. Cancellations less than 45 days prior to the event WILL ABSOLUTELY NOT and UNDER NO CIRCUMSTANCES be considered for a refund, additionally last minute (less than one week) cancellations may result in a permanent exclusion from future events.

23. If we are notified of a cancellation by you, our priority is to refill the vendor space now made available. We will work from our waiting list to add a like vendor in your cancelled spot. If the spot is re-filled by us, you may not revoke your cancellation status. Eligibility for refunds in these circumstances will follow our aforementioned cancellation policies and timeframes.

24. Cowlitz Falls Lavender Company, Claibourn Investments, LLC., and the property owners are not responsible for any damages, losses, or theft at the event.

25. You shall be solely responsible for obtaining insurance coverage and/or permitting appropriate or required for your booth(s), products, services, and/or operations in Lewis County, WA. We shall not be responsible for the verification, legitimacy, or registration status of your small business and further Cowlitz Falls Lavender Company is not in a position to provide and will not provide any legal advice, council, or guidance in your compliance with any laws, ordinances, or rules pertaining to owning or operating your specific business, so please do not ask.

26. All of your vehicles, tents, RV's, equipment, or other personal property must be removed from our property no later than 11pm at the conclusion of our event on Sunday, no exceptions. All items that remain will be removed immediately at cost to the vendor and vehicles will be towed by the first available towing service.

27. You agree to hold Claibourn Investments, LLC. DBA Cowlitz Falls Lavender Company, its members, private contractors, employees, property owners, and volunteers or other persons involved with the event harmless for any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this event.

28. These pages are for your records please keep for reference as the event approaches. We become very busy as the event approaches and will not engage with last minute questions the week of the event that are covered in this document, no exceptions. If you do not receive a response, please read this document to find the answer.

By checking "yes" and submitting payment, you acknowledge that you are at least 18 years of age and agree to this contract. This clickwrap agreement serves as a binding agreement between you and Claibourn Investments, LLC. DBA Cowlitz Falls Lavender Co. Please review the terms carefully before proceeding. Your consent indicates that you understand and accept the terms outlined and are willing to abide by them. This agreement is legally binding and enforceable.