## **Cuties Club Vendor Terms & Conditions**

The application for a vendor spot at Cuties Market will become an agreement between the Cuties Club and the applicant (Vendor). By submitting an application for a vendor spot at the Cuties Market (all) the Vendor agrees to the following terms and conditions. The information contained within these terms and conditions may be updated or amended at the discretion of Cuties Club.

## 1. Booth Space Applications

- 1. The Vendor must submit an application online by the stated application deadline in order to be considered.
- 2. Applicants and any assistants must be 16+ years of age or have parental consent if under the age of 16.
- 3. Shared vendor booths (Vendors that want to share their table with another)
  - 1. ALL participants must apply.
  - 2. ALL participants must be approved by the market organizer.
- 4. Cuties Club reserves the right to reject an application for any reason.
- 5. Cuties Club WILL NOT tolerate any harassment or spam of any kind towards the organization, staff, and volunteers.

# 2. Use of Vendor Space & Time

- 1. The Vendor must follow given instructions on use of vendor space and respect setup times.
  - 1. Always be ready to sell by the time of market start
  - 2. Respect other vendor neighbors' space, if you are given the space of a 6ft table, please plan accordingly to that space unless other arrangements have been made with the Market Organizer.

### 3. Vendor Setup & Displays

- 1. Vendor is responsible to have a presentable booth, ready for the public to shop by the indicated opening time
- 2. Vendors are responsible for having their own power source and Wi-fi. Do not rely on the venue having a working outlet.
- 3. The Vendor shall not display any signage, advertisement, or merchandise which is offensive or inappropriate for a public setting. This will be determined at Cuties Club's discretion.
  - 1. 18+ content and merchandise shall not be readily visible or accessible to minors.
- 4. The Vendor shall keep their booth space clean and prevent any damage to the tables and chairs provided.
- 5. The Vendor shall not use any permanent methods of affixing displays to the tables, chairs, or the Exhibitor Hall.
- 6. Cuties Club shall not be held responsible for damage to the Vendor's merchandise or display as a result of relocating their materials in order to comply with this agreement.
- 4. Payment, Refunds, and Cancellations

- 1. All prices are in Canadian Dollars.
- 2. The Vendor shall have the full payment for their table space submitted to Cuties Club by the due date specified in their confirmation email. Failure to meet the payment deadline shall result in the immediate and automatic loss of vendor spot and you will be added to the waitlist.
- 3. Cancellations must be submitted to Cuties Club via Instagram DM or email to cutiesclub.contact@gmail.com
  - 1. If cancellation is made 7 days before the event date, 50% refund will be made to the vendor.
  - 2. No refund will be provided if the cancellation is received 7 days or less before the event date.
- 4. Market payments are NOT transferable to different market dates due to any reason.

#### 5. Merchandise Restrictions

- 1. The Vendor shall not sell counterfeit and/or illegal merchandise. The Vendor shall abide by licensing and copyright regulations and laws.
- 2. Vendors are responsible for the authenticity and quality of their merchandise and must be able to immediately prove authenticity if challenged.
- 3. The Vendor assumes full responsibility for any litigation and fines associated with the sale of bootlegged, counterfeit, and/or illegal merchandise.
- 4. The Vendor shall not distribute or sell food or drink without prior approval from Cuties Club.

## 6. Security and Liability

- 1. The Vendor is responsible for all of their merchandise and personal items. The Market locations will be locked overnight (for two day markets), however, the Vendor must ensure that they store their belongings in a safe and reasonable location.
- 2. Cuties Club assumes no responsibility for any lost, stolen, or damaged merchandise or personal items.

## 7. Violations

- 1. Vendors in violation of these terms and conditions may receive one warning, expulsion from Cuties Club with no refund, and/or the Vendor may also be barred from future Cuties Club events for a period of no less than one (1) year.
  - 1. Any fees or charges incurred as a result of a violation will be the responsibility of the Vendor.