## THER FOOD

## Khyber Yoga (& Wellness) Festival

22<sup>nd</sup>-23<sup>rd</sup> July 2023

## **Vendor Terms & Conditions**

**Confirmation**: Vendors are not confirmed until full payment is made. Payment £50 is due within 10 days of invoice date.

**Cancellation**: Cancellation will result in a £25 cancellation fee. All cancellations made less than 30 days prior to the event are non-refundable.

**Booth Placement:** Booth placement is made at the discretion of the festival organisers.

**Weather:** Weather can change quickly and this is a rain or shine event. No refunds will be made due to weather conditions.

**Liability Insurance:** Vendor shall maintain a valid liability (and for practitioners, malpractice) insurance policy naming Khyber Yoga Festival as an additional insured. Failure to provide proof of coverage shall result in the release of your booth space.

Hours: Vendor booth must be open and staffed in ordinance with Vendor Hours.

**Vendor Selection:** The selection process is on a rolling basis with confirmation on all applications being made no later than February 28th. The selection process takes the following into account: location, uniqueness, history of vending, booth placement requests and more.

**Security:** Vendor is solely responsible for securing exhibits and merchandise at night. There will be overnight security of the vendor areas.

**Tents/Display:** Vendors are required to provide their own, tables, chairs, and display materials. Gazebo's will be provided if requested in the application.

**Tent Weighting Requirements:** If Vendors are using own tents, they must provide a tent with weights. Weighting of their own tent is the vendor's responsibility.

Food Vendors: Grease must be disposed of properly inside a grease dripping container

Weather: Weather can change quickly; this is a rain or shine event. No refunds will be made due to weather.

## Waivers of Liability and other Terms of Agreement:

Exhibitor agrees to indemnify and hold harmless Khyber Yoga Festival, its subsidiaries, partners, sponsors, agents, employees, volunteers, other vendors, 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. Exhibitor 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. The vendor explicitly waives any and all rights to any legal action that may arise from or in connection with the Festival.

Khyber Yoga Festival shall not be liable for any failure or delay in performance arising from causes beyond Khyber Yoga Festival's reasonable control, including, without limitation, weather, acts of God, fire, poor air quality, flood, terrorism, strikes, and/or failure of suppliers or subcontractors to substantially meet its performance obligations under this Agreement.

Khyber Yoga Festival reserves the right to deny sale of items that have not been listed on the application.

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 or relate to the performance of the Services whether performed by Vendor or any other persons/entities under the Vendor's control or direction. Khyber Yoga Festival has no liability for damage or theft of Vendor's materials.