

TERMS AND CONDITIONS

CONTRACT

The application, properly executed by applicant (exhibitor), shall constitute a valid and binding contract. No verbal changes to the contract will be accepted.

ASSIGNMENT OF SALES SPACE

Notification of space assignment shall be given upon vendor's arrival. The Missouri Botanical Garden assignment of space is final. Please do not call for space assignments.

SUBLETTING

Subletting or licensing of space by the exhibitor, or use of the space not authorized by the Missouri Botanical Garden is prohibited. No exhibitor shall exhibit or permit to be exhibited in the space allotted to him/her any merchandise other than that specified in the application and approved for Market. Exhibitor may solicit only at contracted booth site and only for products specified in the application and approved for Market.

EXHIBIT REQUIREMENTS

Exhibits must remain intact until the scheduled hour of conclusion of the program, and such time is established by show management. Seller will provide all bags and wrapping for purchases. No storage space will be provided except for under the retailer's table. Vendors must stay in allotted space, failing to do so will result in removal from the festival without a refund. Tent size and location is subject to the Garden's approval. The Garden is a cashless campus. You must be able to accept digital and/or credit card payments. The entire campus is tobacco free including the parking lots. The city of St. Louis requires all businesses to have a Federal Tax ID. Please be prepared to provide federal tax ID upon request.

Vendors are required to provide a COI and add the Missouri Botanical Garden as additionally insured. If vendor fails to do so, they may be subject to removal of the festival without a refund.

If giving out food samples, vendor is responsible for obtaining a temporary food permit. If vendor fails to do so and is shut down by the city health department, vendor will not be eligible for a refund and will not be invited back to the event.

PAYMENT REQUIREMENTS AND CANCELLATION POLICIES

Full payment is due July 31, 2025. Make all checks payable to the Missouri Botanical Garden OR pay by credit card as noted elsewhere in this document. If payment is not received by this date, space is forfeited and it will be reassigned.

In the event of a cancellation by an exhibitor, it is understood that the Missouri Botanical Garden reserves the right to reassign canceled booths without any obligations or refunds to the exhibitor. Vendors cancelling 30 days or less prior to the event will not receive a refund in consideration of expenses incurred. Exhibit space not claimed on the Friday set-up day reverts back to the Missouri Botanical Garden to be utilized at the discretion of show management.

Exhibitors shall observe and abide by such additional rules or regulations that may be adopted by the Missouri Botanical Garden, which shall be made part hereof as though fully incorporated herein.

LIABILITIES

Vendors must assume all risks involved by participating in this event and release the Missouri Botanical Garden and its members, trustees, officers, employers, and independent contractors from any and all liability, damage costs, and expenses arising out of or relating to bodily injury, loss of life, or personal property that may occur as a result of participation in this event.

The Missouri Botanical Garden shall not be held accountable for items lost or left on the premises prior to or following the closing of the Market.

LIQUOR LIABILITY

Exhibitors who participate in the sale or serving of alcohol shall obtain Liquor Liability insurance against potential claims by third parties arising out of the serving or sale of liquor. Coverages shall be for minimum limits of \$1,000,000 per occurrence, and shall include the Missouri Botanical Garden listed as additional insured. A current Certificate of Insurance will need to be provided to the Garden showing the coverage.

COMPLIANCE

The exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, state and federal governing bodies concerning fire, safety and health, together with the rules and regulations of the operators and/or owners of the property wherein the show is held.

FORCE MAJEURE

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party, pandemic, epidemic or actions of applicable government officials with respect to any public health event.

MARKET REGULATIONS

- All products must be made **by the contracted vendor**.
- Vendors are prohibited from subletting their sales space or selling items that they do not make themselves. (For instance, items made by two separate vendors cannot be sold from the same booth). Items sold must reflect only what has been previously approved by the Vendor Selection Committee.
- The Garden is committed to turning the Market into a zero waste event. Due to a global market shortage of compostable materials, vendors are not required to obtain compostable serving ware for this year only. Please purchase recyclable disposables and note that Styrofoam is not permitted at the Missouri Botanical Garden. See the FAQ document for more information.
- Wineries, breweries and distilleries may sell by the glass for onsite consumption or bottles/package to take home, provided the vendor obtains the proper permits. Please limit free wine/spirits samples to 3 (THREE) oz. or less.
- Booths **must** stay open and stocked until 7 p.m. Friday and 5 p.m. Saturday and Sunday, and may not be left unattended.
- Booth signs are to be furnished and displayed by the vendors. No handwritten signs allowed.

GARDEN REGULATIONS

- Fire codes prohibit cooking inside the tent; however, you may keep foods warm for serving.
- **NO OPEN FLAMES ALLOWED (NO LIT CANDLES PERMITTED).**
- Smoking and tobacco products or devices are not permitted anywhere on the Garden campus, including parking lots.



- Pets are not allowed in the Garden. Service animals are permitted.