

AGREEMENT

An agreement to participate in the current Hemp-bee Art Festival does not guarantee an agreement for next year's . The Hemp-bee Art Festival reserves the right to not send an agreement to an exhibitor at their sole discretion, when such action is deemed to be in the best interest of the Festival and its patrons. Agreements are issued each year, based on the same company or individual, and products/items from the previous year. Any changes an exhibitor wishes to make to their agreement, based on previous year's agreement, must be submitted in writing to the Hemp-bee Art Festival committee for approval. Exhibitors are not allowed to sublet booth space. Violation of any of the Rules and Regulations may be cause for not inviting the exhibitor to return the following year.

ASSIGNMENT OF BOOTH SPACE

The Hemp-bee Festival reserves the right to assign space to exhibitors, as well as limit the number of exhibitors with the same type of products/items and/or same company name. The Hemp-bee Art Festival (hereinafter referred to as "The Festival"), in the event of a conflict regarding space or other imperative conditions, shall have the right to assign space to an exhibitor, or rearrange the floor plan and/or relocate any exhibit/ booth at any time before or during the period of The Festival.

CARE OF EXHIBIT SPACE

The exhibitor shall care for and keep in good order their occupied booth space. Exhibitors may not place anything in the aisles during open hours of The Festival.

ELECTRICAL SERVICE

The Festival will provide for each 10' wide x 10 deep space. No electricity will be provided.

Generators will be allowed but in only certain areas.

Table(s) must be covered. This could be a tablecloth, quilt, or other appropriate covering. Table covers, skirting and side dividers are the responsibility of the exhibitor. Eight foot tall side dividers/displays, or other materials may extend half the depth from the back of the booth, then must drop to no higher than 4' tall to the outside edge of the assigned space. Materials placed on side dividers cannot exceed height requirements and must be displayed inside the assigned space.

HEIGHT REGULATIONS FOR BOOTH DISPLAYS

For 10'x10' booths

One source for exhibit items such as tables, skirting, table covering, side dividers, is Reger Rental, 614 N. Main, Hutchinson, KS at 620-662-2375. Arrangements should be made prior to The Festival.

Signage, to identify the booth, is required and it will be the responsibility of the exhibitor to provide clear, identifying signage and hanging materials, which will hang no higher than the 8' high back drape.

****EXHIBIT DATE, HOURS AND LOCATION****

Saturday, October 2, 2021 10a-3p. will be held: 3313 Blanchard SW Hutchinson, Kansas 67501 All dates, times and location are subject to change.

DRAWINGS AND/OR RAFFLES FOR A PRIZE DRAWING

Any exhibitor that is having a drawing must register the drawing prior to The Festival opening. Registration information needed is Booth Name, Booth #, and prize item(s). Drawings for prizes must take place prior to The Festival's completion at 3:00 p.m. No national drawings of any kind are allowed. Drawing winner information should be completed on the form supplied and turned in at the Registration area, or will be picked up by a The Festival before the show is over. It is the exhibitor's responsibility to contact and make delivery to winner(s).

EXHIBIT ARRANGEMENTS

Raffles: According to the Kansas Department of Revenue may only be conducted by nonprofit organizations as defined in the constitutional amendment (2015 Senate Substitute for House Bill 2155, New Section 3(g)). The nonprofit organization must acquire a license if the estimated gross receipts are \$25,000 or more. If the estimated receipts are under \$25,000 then no license is required for the nonprofit organization. A raffle means a game of chance in which each participant buys a ticket or tickets from a nonprofit organization with each ticket providing an equal chance to win a prize and the winner being determined by a random drawing. For further raffle information, visit www.ksrevenue.org/bingoraffle.html.

FOOD SALES AND FOOD SAMPLING

Below are the current regulations concerning food sales, per the Kansas Department of Agriculture. The principal goal is to ensure food safety and to adequately inform consumers about what they are buying. More information on food safety and Kansas regulations can be found at www.ksda.gov. These food guidelines are for events in a facility with a contract concessionaire.

ACCEPTABLE FOOD ITEMS:

Home-processed jams, jellies, butters labeled according to the KDA Division of Weights and Measures, including common name of product, name/address of manufacturer, ingredients and net weight (liquid volume).

- Garden type produce (not packaged)
- Baked goods that are sold in whole size

quantities (i.e. whole cake, whole pie, dozen cookies, dozen fudge squares, etc.). These items must be pre-packaged and sealed at home, and labeled according to KDA. The label must be affixed to the package and have the common name of the product, name and address of manufacturer, net weight, and include an ingredient list with items in descending order of predominance by weight.

Commercially packaged food, such as Girl Scout cookies, Boy Scout popcorn, beef jerky, etc. Honey and mustard

NOT ACCEPTABLE FOOD ITEMS:

- Pickled items or Salsa
- Preserved products (other than jams/jellies/butters)
- Pies or cakes that contain cream cheese, custard, cream pies, meringue
- *Frozen items with meat (bierocks, enchiladas, chili)
- *Hot food unless served by the licensed concessionaire.
- *Items that would be in direct competition with concession (drinks, candy, hot meals, etc.)

FOOD SAMPLING

Samples may be given away from your booth as long as they do not exceed 4 ounces in quantity/size, and are submitted on the Special Request Form for approval by Event management.

INSTALLATION OF EXHIBITS

Exhibitor must check in before installation/setup of exhibit/booth. Installation of exhibits must occur on October 1st from 5:00-7:00p and October 2nd from 7:00a 9:00a.

All exhibits MUST be installed no later than 9:00a on October 2nd.

**If setting up Oct. 1st. The Festival is not liable for theft.

LIABILITY

It is hereby understood and mutually agreed that members of The Festival organization, who put on the Hemp-bee Art Festival, shall not in any way be liable for any personal injury or property

damage that may occur from any cause whatsoever to an exhibitor or their employees, or for any public liability from any cause sustained within the space of their exhibit.

The exhibitor agrees to indemnify, save and hold harmless members of The Festival organization, who put on The Hemp-bee Art Festival, from any responsibility of any and all claims for compensation, social security, or any other personal liability or property damage that may occur from the fulfillment of this agreement.

****NON-PERFORMANCE/DISRUPTION OF SHOW OR CANCELLATION OF EVENT****

It is understood and agreed between the exhibitor and the Hemp-bee Art Festival, that neither party shall be liable for non-performance of this agreement caused by Covid, strikes, lock-outs, flood, pestilence, acts of the elements, civil commotion, or by order of competent authority, disaster, epidemic, fire, Act of God, or arising or occurring before or during the Hemp-bee Art Festival, which shall render necessary a cancellation of such Festival in whole or in part.

The Festival retains the right to make all final decisions with regard to cancellation or rescheduling of the Festival due to unforeseen circumstances or inclement situations (e.g. Covid, weather, power outages etc) and it will be at the discretion of The Festival to make a final decision as to any refunds to exhibitors, if at all. If for unforeseen circumstances, date, location, or name of event must be changed for the benefit of The Festival, this agreement will still remain in effect. A non-refundable deposit of \$25 does apply.

*****REMOVAL OF EXHIBIT MATERIALS****

All exhibits must remain intact (not dismantled or removed) until. Exhibit removal will commence at 4:00 p.m. and must be completed by 6:00 p.m. the same day, Oct. 2nd. Any non-compliant exhibitor will forfeit their right to be invited to the following year's festival.

RESERVATION AND OCCUPATION OF SPACE

The full booth fee is required with submission of your Agreement. Space not fully paid for by due date indicated on the agreement, is subject to cancellation or reassignment.

Any space not claimed and occupied for which no special arrangements have been made, may then be resold or reassigned by The Festival, after 8:30 a.m. on the day of the Festival, without obligation on the part of The Festival to refund any part of the booth fee.

Exhibitors may not assign or sublet any space allotted to it and may not advertise or display goods other than those manufactured or sold by it in the regular course of its business.

Products/items not listed on the exhibitor agreement may not be sold or displayed at The Festival.

Cancellation of rented booth space on or before September 1st, 2021, will result in a \$25 administrative fee being retained by The Festival. If cancellation is made after September 1st 2021, no refunds will be made.

The Exhibitor needs to display a sales tax certificate in the booth the day of The Festival.

****COVID**** All state mandates for Covid restrictions are recommended.

WEBSITE: <https://www.oldschoolscreenprinting.com/hempbeefest>

****WRISTBANDS****

Wristbands for booth workers will be provided up to a maximum two (2). Wristbands will be available at the registration table.

SHOW CONTACT

Keith and Amy Seck
Tony and Kylee Smith
Benjamin Tillman, Oldschool Screen Printing & Design
hempbeart@gmail.com

SPECIAL RULES

No smoking is allowed. Exhibitor agrees to follow all other posted or announced regulations governing the site as informed by The Festival.

Special requests in writing to The Festival are required for open flame devices, and use of compressed gases or chemicals. If a request is approved by The Festival, the exhibitor will obtain written permission or a permit from the Fire Department and submit to The Festival.

STATE SALES TAX

Exhibitor agrees to follow all federal, state and local laws governing retail sales tax. Failure to comply may result in expulsion from The Festival. If you do no more than four shows per year in the State, you may participate and remit Kansas retailers sales tax by the event sales tax account number provided at The Festival, if remitted immediately after The Festival. If you do more than four shows per year in the State, you must have your own Sales Tax Number. If you have a Kansas sales tax number, you will need to write that number on the return provided and return it in the envelope provided. You will not include sales figures or payment. These sales must be included on your regularly filed online sales tax return at www.webtax.org.

Submission of Exhibitor Agreement provides that the Exhibitor has read and agrees to the rules and regulations stated herein.