

Whitewinds Wild West

August 11,12 and 18,19, 2018

Merchant Contract

Please read and complete the following agreement and application. By signing this agreement, you agree to the Laws of the West and all of what is written below.

The agreement is made and entered into the _____ day of _____, 201____ by and between the Whitewinds Wild West, herein referred as Whitewinds and the (main contact) _____ herein referred to as the “merchant” with reference to the following:

1. If the Merchant is accepted, Whitewinds grants the Merchant the right to sell, distribute, or display and the Merchant agrees to sell, distribute, or display at the west show site only the items listed and described in the attached merchant application.
2. Whitewinds will provide Merchant space at the Whitewinds site only for the dates and for the size listed and described in the attached Merchant application.
3. Merchants are allowed 3 staff members per day including the merchant. Merchants and their helpers must be appropriately garbed and stay in persona during Faire hours. Additional staff members must pay \$10.00 per person per weekend. All Merchants and their helpers must be “gate listed” on the attached Merchant application. Minors under 12 years are not included in the helper list but still must be “gate listed” and age noted. There will be no exceptions.
4. The Merchant agrees to set up in the designated space(s) and be open for business by 10:00am on August 11 & 12 and/or August 18 & 19, 2018. The Merchant must remain open until 6:00pm each day. A successful West show depends on all of us meeting the expectations of our patrons. Be open and ready at the opening of the West show each day regardless of the weather conditions.
5. The Merchant shall keep the space (s) in a clean condition at all times. The Merchant shall be responsible for removing any and all trash from their space and surrounding area and disposing of it in the dumpster on site. NOT the trash cans. If the dumpster cannot accommodate the Merchant’s trash, the Merchant will arrange for it’s removal at their expense.
6. Space assignments are based on the Merchant space preferences and products indicated on the application. All fees will be returned to the Merchant contact if the Merchant is denied a space at Whitewinds West show.
7. Whitewinds event insurance does not include coverage for Merchants. Whitewinds is not responsible for any theft or loss experienced by the Merchant. Merchant should carry a general commercial liability police of insurance showing on site coverage. This is encouraged but not required. Merchant joins Whitewinds West show at their own risk.
8. The Merchant’s display, signs (NO PLASTIC BANNERS), garb, helpers and products should be appropriate for the Old West and for a family event. Modern items and fixtures are to be removed or disguised during public West show hours.
9. If in the judgment of Whitewinds, the manner of operation of the space(s) or the merchandise or services do not meet the requirement of this agreement, or if the Merchant is in default of any other term of this agreement, Whitewinds may terminate this agreement in part or in its entirety.
10. The Merchant may terminate this agreement 60 days before the West show opening and receive full refund. Merchant termination of this agreement up to 30 days before the West show opening can result in a 50% refund. NO REFUNDS will be given after 30 days before the opening of the West show. All refunds will be returned after the end of the West show that year.
11. Merchants must keep all vehicles off of the town site starting ½ hour before the gates open (9:30am) until ½ hour after the gates close (6:30pm). Vehicles may not enter the West town during West show hours for any reason except emergency vehicles.
All motor homes and camping trailers must remain in the area reserved for their parking. Vehicles left unattended on the site during prohibited times or in unapproved areas will be towed at the owner’s expense. Initial here _____ to indicate this rule is understood.

Signed: _____ Date: _____

Print name: _____

