

# Spanker Creek Farm Arts, Crafts & More Fair

## 2017 Fair --Rules, Terms, and Conditions:

1. Spanker Creek Farm (hereinafter "SCF") offers a unique shopping atmosphere and requires all exhibitors in outdoor booths to provide their own canopy. All exhibitors are required to provide their own: tables, decorations, and any item used within their rented booths to maintain an attractive clean booth. No exhibit may have a flea market appearance.
2. Each booth is evaluated for acceptance (we reserve the right to deny space or individual items space).
3. An exhibitor may not operate out of a vehicle or trailer or park next to their exhibit.
4. No sale or discount signs are to be displayed.
5. Restroom facilities are available (Portable Toilets).
6. No generators are permitted to be used on the fair grounds. Unless pre-approved.
7. Exhibitors must be setup and present during all hours open to the guest.
8. Exhibitors shall act appropriate and in a professional manner.
9. Inside booths are in a Large Circus Tents and are approximately 10 X 10. Outside booths are approximately 12 X 12. Your entire display including stakes ropes, supports, etc. must be within these boundaries.
10. Electric is available in limited spaces for a fee applicable of wattage to be used. No electric heater, coffee pots, or radios are permitted. Each space is permitted no more than 120 watts per space, for example, 2--60 watt light bulbs, 3--40 watt light bulbs etc. Exhibitors requesting electric must bring a 50 ft. extension cord.
11. All vehicles/trailers shall be removed from the exhibit area immediately after unloading; prior to display setup.
12. Tear down on Sunday – exhibitors shall not bring vehicles into the exhibit area until they packed and ready to load the vehicle. Vehicles will not be allowed in the exhibit area until 4:30 p.m. on Sunday.
13. Security is provided each night of the fair. SCF and anyone associated with SCF accept **no** responsibility for, including but not limited to, damage, thefts, loss to exhibitors on their works. Exhibitor waives any claim for any damages, theft, or any other loss of any nature on the premises.
14. Exhibitors and visitors to the fair will assume all risk of accident, injury, and any loss of any nature. Neither SCF nor anyone associated with SCF shall be held responsible.
15. Any exhibitor in violation of any rule, term, or condition listed may be asked to leave. Rules are subject to change and Exhibitor agrees to comply with rule changes.
16. Booth assignments will be given to Exhibitors upon check-in, while every effort will be made to grant the Exhibitors special request, there is no guarantee a special request will be granted; SCF reserves all rights and opinions as to booths assignments.
17. Exhibitor and their representatives agree to indemnify, defend and hold harmless SCF and anyone associated with SCF, against any loss, costs, damages, liabilities actions, causes of action, demands, claims or injury of any nature whatsoever brought or asserted by any person and in any way. This agreement to indemnify, defend and hold harmless extends to any claims whether direct or indirect, incidental or consequential, regardless of whether they are known or unknown or a result of the negligence. This agreement to indemnify, defend and hold harmless includes but is not limited to, (1) personal injury (2) property damage (3) property loss (4) any demands and actions arising out of or in any way related to any license, copyright, trademark, or patent right, or laws, (5) any cost incurred, and (6) any demands, and actions related to any theft or claim of theft of any property. Exhibitor agrees that in case SCF or anyone associated with SCF shall be made a party to any litigation commenced by or against Exhibitor or relating to the Agreement or to the exhibition premises, the Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon SCF or anyone associated with SCF by virtue of any such litigation.
18. SCF or anyone associated with SCF shall not be responsible for failure to provide space because of any reason beyond its control [force majeure], including but not limited to, damage, fire, flood, hurricane, tornadoes, terrorism, government regulations or controls, governmental authority, or any act of God.
19. SCF may cancel this contract if booth fee is not paid by established deadline and any amount of deposit and/or fees paid will not be refunded. Exhibitor's failure to occupy assigned space by 4:00 p.m. on the day of set-up will be considered cancellation of the contract and Exhibitor will forfeit any deposits and/or fees paid.
20. SCF reserves the right to publish or reproduce any photos taken during the show for advertising or promotional purposes. SCF reserves the right to publish the names of companies exhibiting with SCF for advertising or promotional purposes.
21. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Spanker Creek Farm  
Arts, Crafts & More Fair

C/o P.O. Box 5644  
Bella Vista, Arkansas 72714  
Phone 479-685-5655  
E-mail [info@spankercreekfarm.com](mailto:info@spankercreekfarm.com)  
Website [www.spankercreekfarm.com](http://www.spankercreekfarm.com)

Exhibitor Application  
October 18, 19, 20, 21, & 22, 2017

Exhibitor Names (Print) \_\_\_\_\_

Company Name \_\_\_\_\_ Website: \_\_\_\_\_

Mailing Location \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ E-mail \_\_\_\_\_

Special Request \_\_\_\_\_

Arts & Crafts items to be exhibited at the fair. \_\_\_\_\_

- Any application postmarked after September 9<sup>th</sup>, 2017 must be paid in the form of a Postal money order.
- Your check being cashed does not declare acceptance into the fair. Applicant not accepted will receive a full refund.
- Exhibitors canceling prior to June 1, 2017 will receive a refund of 50% of fee paid. After June 1, 2017 No Refunds.
- Or reserve your booths for \$ 50.00 per booth Non-refundable. Balance Due by September 9, 2017.
- Cancellation must be sent in the form of certified mail to qualify for a refund of any amount.
- Fair hours are 8 a.m. to 5 p.m. Wednesday, Thursday, Friday, & Saturday and 9 a.m. to 4 p.m. on Sunday.
- Setup is 10 a.m. till dark. Monday October 16 and Tuesday October 17, 2017. Exhibitors must be out of the exhibit areas by 9 p.m. on setup days.
- Paid exhibitors not checked-in by 4 p.m. Tuesday October 17, 2017 will lose their space with no refunds.
- **No Commissions** will be collected on daily sales.
- **No Admission** will be charged.
- Please call in the event of an emergency (479) 685-5655.

PLEASE NOTE: THERE IS A \$25.00 PER BOOTH DEDUCTION FOR EXHIBITOR WHO PARTICIPATED IN THE MAY 2017 SHOW. EX. 1 BOOTH IN MAY \$25.00 OFF, 2 BOOTHS IN MAY \$50.00 OFF.

\_\_\_\_\_ inside booth(s) requested with payment of \$325.00 each booth.

\_\_\_\_\_ Outside booth(s) requested with payment of \$275.00 each booth.

\_\_\_\_\_ Payment of \$ 50.00 per booth with electric (Limited spaces)

Spanker Creek Farm  
C/o P.O. Box 5644  
Bella Vista, Arkansas 72714

**Please be sure you have:**

- Completed and signed the application form
- Enclosed your Check, Cashiers Check, or Money Order for the total amount of fees
- Enclosed are at least two (2) different photographs. Photographs **cannot** be returned.
- Marked your Booth Request

Exhibitor Signature \_\_\_\_\_ Date \_\_\_\_\_

By signing this form I (exhibitor and any representatives) have read, understand, and agree to all rules, terms, and conditions of this two page contract.

All Rights Reserved by Spanker Creek Farm and anyone associated with the farm.