

## 2020 CHRISTMAS VILLAGE BOOTH CONTRACT – Exhibit A

### Merchant Regulations

**Failure to adhere to these regulations may result in forfeiture of fees paid and booth space at Christmas Village.**

#### **General**

1. Merchant may not assign, loan or sublease any booth space without prior approval of the Merchant Contracting Committee.
2. Merchant may not change the nature or content of booth merchandise from that approved by the Merchant Contracting Committee without giving notice to and without prior approval of the Christmas Village Board.
3. Merchant must specifically identify on the Christmas Village Contract any and all merchandise that will be sold in the Christmas Village contracted booth. In order to include any merchandise not included on the Contract, Merchant must give written notification not less than 6 weeks prior to the start of the event and obtain approval by the Christmas Village Board. Any merchandise that has not received prior approval will be removed from the booth.
4. Merchant must immediately notify the Merchant Contracting Committee of any changes in contact information, including postal, email and telephone number changes.
5. Any Merchant caught stealing from another Merchant will be prosecuted to the full extent of the law.
6. The sale, possession, purchase, and use of and/or being impaired by any alcoholic beverages, illegal substances, non-prescribed controlled substances, or drug paraphernalia by any Merchant (or anyone under the Merchant's direction) at Christmas Village is strictly prohibited and will not be tolerated. The Christmas Village Board reserves the right to impose such sanctions and/or penalties as it deems appropriate, including but not limited to immediate termination of the Merchant's booth operation, and forfeiture of booth space next year.
7. Any inappropriate behavior and/or conduct, including but not limited to foul or abusive language and/or violent behavior by any Merchant (or anyone under the Merchant's direction) at Christmas Village is strictly prohibited and will not be tolerated. The Christmas Village Board reserves the right to impose such sanctions and/or penalties as it deems appropriate, including but not limited to immediate termination of the Merchant's booth operation, and forfeiture of booth space for next year.
8. Operation of any appliance/equipment in the booth including, but not limited to, a microwave, beverage machine, crock-pot or engraver, etc. requires the purchase of additional electrical to meet the needs of the appliance(s)/equipment.
9. Merchant who fails to adhere to these Merchant Regulations for two years will no longer be eligible to participate in Christmas Village.

#### **Financial**

1. Signed and completed Contracts (including Merchant Regulations and Equipment Order Forms) are due by **March 31, 2020**. Any Merchant who does not return its Contract postmarked by **June 28, 2019**, will incur a \$50 late fee. Failure to submit a Contract by **April 15, 2020** may also result in automatic booth forfeiture.
2. Booth deposits are non-refundable after **April 15, 2020**.
3. Merchant's total bill, for booth rental fees, equipment fees, and other applicable fees is due and payable in full on or before **July 31, 2020**. After **July 31, 2020**, Merchant will incur a \$100 late fee for any payment not received in full. Merchant's payment (plus late fee) is due by **August 15, 2020** in order to continue to reserve booth space. Automatic booth forfeiture can occur if the Merchant has not paid all fees in full (including late fees) by **August 15, 2020**.
4. Booth and equipment rental are non-refundable after **September 1, 2020**. Merchant cancellation within 30 days of Christmas Village may result in the Merchant not being invited to participate the following year.
5. Merchant will incur a **\$20** service charge for any requested copies of mailings due to failure to notify Christmas Village of a change in contact information.
6. Merchant will incur a **\$35** service charge for all returned checks. In the event a Merchant's check is returned, payment in full is due by **August 15, 2020** or this may result in automatic booth forfeiture.
7. Any additional equipment and passes ordered after **October 15, 2020** will be charged double the fees indicated on the Equipment Order Form and will be due and payable at the show.

#### **Food and Beverages**

1. Merchant must also follow the guidelines set forth by the Fairgrounds Nashville Board of Commissioners and its concessionaire, D & D Events. No one will be allowed to sell or offer any individually packaged food item or items deemed to be consumable on site without prior approval by a Fairgrounds agent. The Fairgrounds concessionaire reserves the right to reduce the size of samples and/or increase the quantity offered for sale. If a Fairgrounds agent rejects the participation of a booth and a reasonable solution cannot be found, the booth deposit will be returned to merchant and booth contract will be null and void.
2. By order of the Metro-Davidson County Fire Marshal, Merchants may use only approved heating appliances: microwaves and/or crock-pots.

#### **Social Media**

1. Merchants may not create an event marketing Christmas Village for Facebook or any other means of social media entitled "Christmas Village", Christmas Village Nashville", or any other title implying Christmas Village.
2. Merchants are encouraged to post on social media that they are a Merchant at Christmas Village and tag our Facebook page: @ChristmasVillageTN, our Instagram: @christmasvillagetn and/or our Twitter handle: @CmasVillage.
3. If a Merchant has questions regarding social media, please email info@christmasvillage.org.

#### **Booth Set-up**

1. Set-up hours are available **Wednesday, November 11, 2020** from 4:00 p.m. to 7:00 p.m. and again on **Thursday, November 12, 2020** from 7:00 a.m. to 2:00 p.m. The Fairground buildings will be locked promptly at 7:00 p.m. on Wednesday. Packets should be available for pick up on Wednesday.
2. All Merchants must register formally with Christmas Village personnel no later than **Thursday, November 12, 2020** at 10:00 a.m. **If Merchant has chosen to set up early on Wednesday evening, as long as they pick up their packet, they do not have to report to Christmas Village until 2:00 p.m. on Thursday, November 12, 2020.**
3. Christmas Village is not responsible for any booth merchandise at any time.
4. Vehicles are not allowed in any building or to block any entrance to any building at any time. Vehicle may not be parked in any fire lanes at any time.
5. Children or pets are not allowed in the buildings during set-up period. No pets allowed in the buildings at any time.

### **Booth Maintenance**

1. **All curtains and carpeting must remain in place and intact at all times between Wednesday, November 11, 2020 and Sunday, November 15, 2020** (during set-up, Sneak-a-Peek, Christmas Village, and tear-down). Any alterations to curtains or carpeting is strictly prohibited and may result in a monetary fine, immediate termination of the Merchant's booth operation, and forfeiture of booth space for next year.
2. **Christmas Village Booth signs must remain in place at all times, with booth number visible.**
3. Merchant is permitted to hang a professional booth sign, up to 4 feet by 8 feet, with display company hangers. Limit to one in each booth.
4. Merchants may not hang or pin any merchandise or booth decorations from booth poles or to booth curtains. Any alterations or damage to curtains or carpeting is strictly prohibited and may result in a monetary fine, immediate termination of the Merchant's booth operation, and forfeiture of booth space for next year.
5. Merchandise displays must be kept within the rented booth space at all times after set-up is complete. A booth may not extend into the aisles and merchandise may not be offered or sold outside the rented booth space for any reason at any time during Sneak-a-Peek or Christmas Village.
6. Merchant must have a representative in its booth at all times during Sneak-a-Peek and Christmas Village operating hours.
7. Price reductions during Christmas Village may be made at the discretion of the Merchant. Any price reductions may only be posted using pre-printed 5" by 7" (or smaller) signs. No handwritten signs of any size are permissible.
8. Music or other disturbing noise, including voice amplifiers, etc., is strictly prohibited by any Merchant at any time (with the exception of music played by Merchants selling musical merchandise with prior approval by the Christmas Village Board).
9. Merchant is responsible for maintaining the cleanliness, orderly appearance, and public safety of its booth at all times. Carpets are cleaned in all booths each night, unless the booth curtains are draped closed (and it is the Merchant's responsibility for cleaning those carpets).
10. Merchant is permitted to remain in Fairground buildings for up to 30-minutes after closing for Sneak-a-Peek and each day of Christmas Village. Merchant is permitted to enter the Fairground buildings up to 1-hour prior to opening each day of Christmas Village.
11. Smoking is NOT allowed inside the Fairgrounds buildings at any time.
12. Open flames (i.e. candles, sterno cans, etc.) are not permitted inside the Fairground buildings at any time. Candle burning is expressly prohibited and will be strictly enforced. Any exceptions to this rule must have prior written approval from the Metro-Davidson County Fire Marshall and the Christmas Village Board. Any Merchant burning a candle without prior approval as noted will result in immediate termination of the Merchant's booth operation, and forfeiture of booth space for next year.
13. Pets are not allowed in Merchant booths or Fairgrounds buildings at any time. (Service animals are permitted).

### **Merchant Passes**

1. A "Merchant Pass" must be worn by every booth worker at all times during set-up and Christmas Village operating hours. A "Sneak-a-Peek Merchant Pass" must be worn by every booth worker at all times during Sneak-a-Peek operating hours.
2. Merchant receives five "Merchant" passes for use during set-up and Christmas Village only. These may not be used during Sneak-a-Peek hours. Additional "Merchant" passes may be purchased in advance for \$10 each by using the Equipment Order Form.
3. Merchant who rents a 10-foot booth receives two "Sneak-a-Peek Merchant" passes. Merchant who rents a 20-foot booth receives four "Sneak-a-Peek Merchant" Passes. Additional "Sneak-a-Peek Merchant" passes may be purchased in advance for \$45 each by using the Equipment Order Form.
4. Merchants may purchase Sneak-a-Peek tickets for non-workers, i.e. family and friends, and must do so in advance by emailing SAP@christmasvillage.org Sneak-a-Peek tickets for non-workers may not be sold during set-up or at the door, unless Sneak-a-Peek is not sold out at that time. **Sneak-a-Peek worker passes are not to be used for non-workers.**
5. Merchant and/or booth workers will only be admitted to Christmas Village with a "Merchant" pass or paid ticket. Merchant is responsible for and must distribute passes to booth workers prior to Christmas Village, or leave passes for booth workers at one of the designated Merchant entrances during Christmas Village. Merchant may not use the patron ticket entrances or Information Booth to distribute or leave passes for booth workers.

### **Merchant Parking**

1. All Merchants are required to pay a \$25 mandatory parking fee which provides one reserved, and one unreserved parking pass. Each parking pass accounts for a vehicle that is no more than 21 feet long.
2. Merchants who have vehicles and/or trailers that exceed 21 feet in length must pay for additional parking passes. The two parking passes that are provided do not allow for vehicles to be parked next to each other or for a vehicle longer than 21 feet long.
3. Merchants must complete the Vehicle information that is part of the Equipment Order Form.
4. If the vehicle information changes, Merchant must email merchants@christmasvillage.org to update information and make sure that sufficient parking passes have been purchased.

### **Merchant Entrances**

1. A designated Merchant entrance is assigned to each Merchant based on the building in which its booth is located. The Merchant entrance is for the exclusive use of Merchants and workers. Because of ticketing procedures, merchants and workers are not allowed to use patron ticket entrances.
2. Merchant should leave on file at his/her designated merchant entrance any merchant passes to be picked up by booth workers.

### **Booth Tear-Down**

1. Merchant may not begin booth tear-down prior to 6:00 p.m. and must complete tear-down no later than 10:00 p.m. on Sunday, **November 15, 2020**. No security is provided by Christmas Village after 8:00 p.m. on Sunday, the last day of Christmas Village.
2. **Any Merchant who tears down his/her booth in any way prior to 6:00 p.m. on Sunday, November 15, 2020 will automatically forfeit the right to participate in the 2021 Christmas Village.**

### **Merchant Intent to Return**

1. **On the last day of Christmas Village, Merchants must turn in a completed, signed Intent to Return Form along with a \$100 deposit to Christmas Village personnel from 11:00 am – 5:30 pm on Sunday, November 15, 2020 to reserve their booth space for the 2021 Christmas Village.**
2. The Christmas Village Board reserves the right, upon review of Merchant violations of these regulations, to release its booth space and refund its deposit.