Antique Tractor Show and Threshing Bee, a Family Farm Fair at the Stanwood Fairgrounds on

August 12-14, 2022 and you're invited to be a Vendor in our Marketplace!

Marketplace Vendor Agreement Checklist:

- ✓ Bring your goods and talents to our event
- ✓ Our event guests learn about and buy your creations

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| e of Your Business ("Marketplace lor"): | | | |
|--|---|-------------------------------|---------|
| Business Address: | | | |
| Who is the Primary Contact: | | | |
| What is their Mobile Phone | | | |
| Number: | ☐ Fresh, Packaged or Preserved Foods have an ☐Vintage, Antiques or Collectables | ☐ Handmade or Homegrown Items | |
| Do they have an email: | | ☐ Professional Services | ☐ Other |
| WA State UBI or Business License # | ŧ | | |
| What are you planning to Sell at our Event | | | |

Who We Are:

The Sky Valley Stock and Antique Tractor Club (SVSATC) is a fun group of area volunteers who enjoy preserving and sharing the history of old tractors and farm machinery.

About our Event:

About 600 people attend our Antique Tractor Show and Family Farm Fair held at the Stanwood Fairgrounds from 9-5 everyday on August 12, 13 and 14, 2022. There are all kinds of family-friendly demonstrations, great food, hay rides and other activities and, most importantly, a splendid variety of Vendors.

How it Works:

- + We sign this agreement and accept your one-time Marketplace Vendor fee
- You are set-up and ready to welcome our guests no later than 9am each day
- You keep things tidy, safe and fun for our event guests.
- + We work the unexpected good or not-so-good and both commit to doing the right thing.

| Sound Good to You? , Sign Here to accept the Term | s and Conditions: | |
|---|-------------------|---|
| Authorized Signature | Date | - |
| Printed Name | | |

Marketplace Vendor Agreement — Terms and Conditions

This Marketplace Vendor Agreement (the "Agreement") is made as of the date of the signature on this Agreement ("Effective Date") and entered into by and between Marketplace Vendor and Sky Valley Stock and Antique Tractor Club ("SVSATC") together, the "Parties".

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

Event. Means the SVSATC Antique Tractor Show and Threshing Bee, a Family Farm Fair, event to be held at the Stanwood Fairgrounds with an address of 6431 Pioneer Highway, Stanwood, WA 98292. The event dates and hours open to the public are 9am to 5pm August 12 & 13 and 9am to 3pm August 14, 2022.

Schedule. Marketplace Vendor will be open for service no later than 9am Pacific time zone each day of the Event. Marketplace Vendor will not close before 5pm on the Friday and Saturday of the Event and not before 3pm on the Sunday of the Event.

Set-Up. At a day and time agreeable between SVSATC and Marketplace Vendor, Marketplace Vendor will be permitted to set-up in the Designated Area no earlier than the Thursday before the Event. Daily during the Event, Marketplace Vendor will be permitted to use one vehicle to access the Designated Area for loading/unloading up to 1 hour before the Event opens to the public.

Breakdown. Teardown, clean-up and removal of Marketplace Vendor equipment must be completed no later than 7pm Sunday of the Event.

Designated Area. The SVSATC approved location and approximate boundaries for Marketplace Vendor during the Event.

SVSATC Point of Contact. The primary SVSATC Point of Contact (POC) for Marketplace Vendor is: Ann Muchoney with email TMuchoney@comcast.net and mobile phone (425) 344-3657. The secondary SVSATC Point of Contact (POC) for Marketplace Vendor is: Paula Sykes with email prosykes@hotmail.com and ______mobile phone (425) 359-581

Goods and Services. SVSATC and Marketplace Vendor may customize the goods and services offered to suit the Marketplace Vendorsneedsan&theEvent — requirements. At SVSATC's sole discretion and without prior notice, Marketplace Vendor goods and/or services may be removed, changed and/or substituted. Goods and Services Exceptions. On Event grounds, Marketplace Vendor agrees to the following:

- Marketplace Vendor is prohibited to prepare food or sell food that requires temperature control.
- Marketplace Vendor is prohibited to use, promote, sell or otherwise display tobacco, alcohol, firearms, fireworks or controlled substances.
- Marketplace Vendor is prohibited to use, promote, sell or otherwise display goods or services determined inappropriate by SVSATC.
- Marketplace Vendor personnel will dress appropriately and demonstrate a professional behavior at all times.
- When Marketplace Vendor sells Soft Drinks, Marketplace Vendor may charge no more than \$2.00 plus applicable taxes per 12 fluid ounce soft drink.
- When Vendor sells Bottled Water, Marketplace Vendor may charge no more than \$1.00 plus applicable taxes per 16 fluid ounce bottle of water.

Marketplace Vendor Fee. Marketplace Vendor to pay a Marketplace Vendor Fee of \$30.00 per 10x10 vendor space to participate in the Event. No deductions or set-offs may be made to the Marketplace Vendor Fee.

Marketplace Vendor Promotional Goods or Services. At no cost to SVSATC, Marketplace Vendor will provide no less than five (5) promotional goods and/or services of no less than \$5.00 in value to be used by SVSATC to promote the Marketplace and the Marketplace Vendor during the Event. Promotional goods and services may include discounts, xx dollars off, buy one-get one, multi buys or other conditional promotions. All Marketplace Vendor promotional goods and services are subject to SVSATC approval.

Marketplace Vendors daily entry passes. A daily entry pass is required for each Marketplace Vendor staff member. Three daily entry passes for the 3-day event are provided at no charge to the Marketplace Vendor.

Marketplace Vendor parking. At no charge, Marketplace Vendors is required to use the designated parking area for all vendor vehicles and trailers. Daily, prior to the show hours, vendors are permitted to use one vehicle to restock their vendor designated area. Moving vehicles are prohibited in the Marketplace during show hours. Permits. At the Marketplace Vendor's expense, Marketplace Vendor is solely responsible to obtain, maintain, display and comply with all state and local permits and

applicable laws; including but not limited to the Health Department and Fire Marshall.

Insurance. Marketplace Vendor is required to provide proof of insurance with no less than \$1,000,000 products liability insurance. A certificate of insurance is due to SVSATC no later than 45 days after the execution of this Agreement and must list "Sky Valley Stock and Antique Tractor Club' as an additional insured.

Electricity & Potable Water. No electrical service or potable water is available to Marketplace Vendor.

Event Cancellation. In the event that the Event is cancelled for any reason, the Parties shall not be obliged to further perform their respective obligations under this Agreementand the rights and obligations contemplated under this Agreement shall terminate with effect from the date on which the SVSATC officially announces that the Event will not be held ("Cancellation Date"). Upon the termination of this Agreementdue to the cancellation of the Event, SVSATCshall havenoobligatiorvto return to the Marketplace Vendor, or provide any reimbursement to the Marketplace Vendor in respect of Marketplace Vendor Fee and/or or any in-kind items or benefits provided by the Marketplace Vendor.

Termination. In the event that either party to this Agreement shall fail to perform or observe any material term, covenant, agreement or warranty or if any representation contained herein is untrue, the other party may immediately terminate this Agreement. Upon the termination of this Agreement, SVSATC shall have no obligation to return to the Marketplace Vendor, or provide any reimbursement to the Marketplace Vendor in respect of Marketplace Vendor Fee and/or any in-kind items or benefits provided by the Marketplace Vendor.

Mutual Indemnification. Each party ("Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party (and its affiliates, and their officers, directors and employees) from and against all claims, demands, liabilities, suits, damages, costs and expenses of every kind and description, including penalties and reasonable attomeys' fees, resulting from any claim, action or proceeding brought by a third party that its intellectual property or other proprietary rights were infringed or misappropriated by the Indemnifying Party.

Limitation of Liability. Neither party shall be liable for lost profits or any indirect, incidental, special, punitive, exemplary or consequential damages, however caused with respect to claims under this Agreement; provided that the foregoing limitation of liability will not apply to a) any indemnification obligations hereunder, b) gross negligence or willful misconduct of a party, or c) breaches of this Agreement. SVSATC's aggregate liability for all damages arising out of or related to this Agreement, whether in contract or tort, or otherwise, shall be limited to the Marketplace Vendor Fee received from Marketplace Vendon



2022 Marketplace Vendors Wanted

It's time again for the Antique Tractor Show and Threshing Bee, a Family Farm Fair, at the Stanwood Fairgrounds on August 12-14, 2022

| 1. | Business name or full legal name: | |
|----|--|--|
| 2. | Type of vendor: (check one) | O A business with a UBI # A non-profit corporation with a 501c3 ID # An individual or family (no UBI #) |
| | Your UBI # or 5013c ID: | |
| 3. | What best describes your Products or Services: (check al/ that apply) | O Products sold are homemade O Products sold are available in retail stores O Services are delivered during the event O Services are delivered following the event |
| | Other (please specify): | |
| 4. | Have you obtained all required authorizations, permits and/or licenses for the products or services you will be selling? | O Yes, I have all required authorizations, permits and licenses required CI No, but will obtain all required authorizations, permits and licenses required no later than 45-days prior to the event. Authorizations, permits and licenses are not applicable to the products or services I will be selling |
| 5. | Are your product or services sales considered fundraising? | O Yes O No |
| | If yes, describe who/what the proceeds from your sale/raffle will benefit | |
| 6. | Are you a previous show vendor? | Yes O No |
| 7. | How many 10' x 10' vendor spaces are you requesting? | O One 10'x10' space for all 3 days - \$30.00 Two space for all 3 days - \$60.00 O Three 10'x10' space for all 3 days - \$90.00 |
| 8. | Do you require a trailer or other vehicle as part of your vendor space? | Yes O No |
| 8. | ff yes, please describe the trailer or vehicle (type, length, etc.): | |
| 9. | Do you need to purchase a \$50 liability insurance policy for the event? (check one) | Yes, I need to purchase a policy O No, I already have a liability policy and will provide a certificate showing the "Sky Valley Stock and Antique Tractor Club" as an additional insured |
| | If yes, | contact American Family Insurance Agent Michol Phillips at MicholPhillipsAgency@amfam.com or 360-794-0678 Option 4 |
| 10 | What is your first and last name: | |
| | Your mobile phone number: | |
| | Your email: | |
| | Your communications preference | O Email O Text Phone |

Your Marketplace Vendor concierge is Paula Sykes. Please email your completed application to her or contact her with any questions at (360) 668-5212 or prosykes@hotmail.com