

**FRIENDS SCHOOL OF MINNESOTA PLANT SALE
2026 CONTRACT FOR GARDEN EXHIBITORS**

1. DEFINITIONS OF TERMS

- A. "Agreement" shall mean the herein Exhibitor Contract.
- B. "Friends School of Minnesota" and "Friends School of Minnesota Plant Sale" and "Friends School" are all one and the same for the purpose of this agreement.
- C. "Exhibitor" shall mean the person or entity executing this Agreement.
- D. "Booth", "Space", or "Exhibit", shall mean the area leased to Exhibitor by the Friends School Plant Sale, pursuant to this Agreement.
- E. "Event" shall mean the Friends School Plant Sale event.
- F. "Facility" shall mean the locations and/or building where the event described in item B is scheduled.

2. EFFECTIVE DATE OF AGREEMENT

This Agreement shall become legally binding and effective only when the Exhibitor has signed this Agreement, paid its Exhibitor fee, and has been placed into a Booth by Friends School Plant Sale.

3. ASSUMPTION OF RISK

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with the Exhibitor's participation in or presence at Event, including, but not limited to theft, loss, or damage of property, damage or injury to person or persons, (including death), or loss of income or future income, whether caused by negligent, intentional, or accidental acts, acts of nature or otherwise. Neither the Friends School or the Facility shall have any responsibility for theft, loss or damage of property, damage or injury to person or persons, (including death), or loss of income, whether caused by negligent, intentional, or accidental acts, acts of nature, or otherwise, including items stored in any courtesy storage areas. A bailment for property is not created for property delivered by Exhibitor in conjunction with this Agreement.

4. GENERAL RELEASE

Exhibitor hereby agrees to release the Friends School and the Facility, their officers, agents, directors, stockholders, owners, attorneys, insurers, lawyers, assigns, and affiliated and subsidiary corporations, and employees, and each of them, from all actions, suits, liens, losses, debts, damages, claims, causes of actions, personal injuries or property damage, including subrogation claims, specifically including, but not limited to, those claims and causes of actions which may arise out of its participation as an Exhibitor at the Friends School Plant Sale,

Exhibitor, and/or Facility, in the Event and/or any acts which occur between the date of the signing of this Agreement and the Event.

5. LIMITATION OF LIABILITY

Neither the Friends School nor the Facility shall be liable for any lost profits, incidental, special, general, consequential or punitive damages, direct or indirect, whether or not Exhibitor is informed of the possibility of such damages. In no event shall the Friends School or the Facility be liable for actual damages that exceed the amount actually paid to Friends School by Exhibitor pursuant to this Agreement.

6. DISCLAIMER

The Friends School makes no representation, guarantees or promises expressed or implied, regarding the number of people who will attend the Event, the amount of revenue Exhibitor can expect to generate from the Event, or any other matters regarding the Event. Any such statements, prior to or after the execution of this Agreement, are mere opinion and unless expressly included in this Agreement, are hereby disavowed.

7. EXHIBITOR'S RESPONSIBILITY TO INSURE PROPERTY

The Friends School assumes no responsibility to protect, insure, or indemnify against damage to Exhibitor's property. Exhibitors are required to insure their property against damage, loss, or theft.

8. QUALIFICATIONS/ELIGIBILITY OF EXHIBITOR

Friends School Plant Sale in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or entities that supply products and services to gardeners. Applicants who have previously exhibited at any Friends School Plant Sale Event may be required to submit a description of the nature of their business and the items to be exhibited. Friends School Plant Sale reserves the right to restrict or remove any Exhibit that Friends Plant Sale, in its sole discretion, determines to be objectionable or inappropriate.

9. EXHIBITOR REQUIREMENTS.

Exhibitors may sell products in the garden fair area. Exhibitors should not attempt to sell their products in other areas of the Friends School Plant Sale. Exhibitors should also be clear with customers regarding how their products have been made. For example, making it clear that something is handmade or it was imported.

10. ASSIGNMENT OF SPACE/BOOTH LOCATION

Friends School Plant Sale maintains sole discretion to assign space at the Event and determine the dates of assignment. Any such assignment does not guarantee or imply that a similar space will be assigned for future Events. Friends School Plant Sale reserves the right to change the site plan, assignment, or Exhibitor location prior to or during the Event, if Friends School Plant Sale determines that to do so in the best interest of the Event.

Statements as to booth location, in the absence of a written agreement, are not binding upon Friends School Plant Sale. Friends School Plant Sale retains sole discretion to determine where to place Exhibitors.

11. ASSIGNMENT OF SPACE/BOOTH LOCATION – Refunds

- A. If the Exhibitor sends written notice of cancellation of Agreement by March 1, a full refund of the exhibit fee will be provided.
- B. If the Exhibitor sends a written notice of cancellation of Agreement between March 1 and April 30, 25% of the application fee will be refunded.
- C. If Exhibitor sends written notice of cancellation after May 1, the Exhibitor will be fully liable for the application fee and no refund will be provided

12. CANCELLATION OF AGREEMENT

The Friends School Plant Sale reserves the right to cancel this Agreement, upon immediate written or verbal notice, in the event of any material deviation of the Agreement by Exhibitor, including but not limited to the following:

- A. If the Exhibitor fails to make any payment required by this Agreement.
- B. Substantial deviation in booth size or merchandise displayed.
- C. If the Friends School Plant Sale determines Exhibitor is displaying or attempting to display objectionable or inappropriate material.
- D. Any other material deviation as determined within the Friends School Plant Sale sole discretion.

13. CANCELLATION OF EVENT

- A. The Friends School Plant Sale reserves the right to cancel Event due to circumstances beyond the Friends School Plant Sale control or not reasonably anticipated by the Friends School Plant Sale, including but not limited, to acts of God, acts of war, governmental emergency, imposition of martial law, labor strike or unrest, or inability of Facility to host Event.
- B. If Event is canceled pursuant to subsection (A), the Friends School Plant Sale shall refund to Exhibitor all payments advanced for booth space. Such refund shall release Friends School Plant Sale and Facility from any and all liabilities due to cancellation.

14. ACCESS TO SPACE BY EXHIBITOR

The Friends School Plant Sale reserves the right to determine dates and times when Exhibitors may assemble, occupy, and dismantle booths and exhibits. The Friends School Plant Sale and Exhibitor agree that these times are determined by the Friends School Plant Sale to be in the best interest of the Event and must be strictly adhered to by Exhibitors.

15. EVENT HOURS AND EXHIBITOR RESPONSIBILITIES

The Friends School Plant Sale will distribute separate information regarding Event hours. However, Exhibitor agrees to abide by the following:

- A. Except for Sunday, Exhibitor booths must remain open during the hours that the Wristband Booth is open, or as amended by the Friends School Plant Sale.
- B. Exhibitor booths must be loaded in and all vehicles and trailers offsite no later than 12pm on Thursday.

16. ADVERTISING AND PROMOTIONAL MATERIALS

- A. Exhibitor grants to the Friends School Plant Sale a fully paid perpetual merchandising license to use, display and reproduce Exhibitor's name, trade name, or product name in every advertising medium utilized for the Event.
- B. The Friends School Plant Sale shall not be liable for any errors in any listing, advertising or promotional materials, or for omitting any Exhibitor from the directory or other lists, advertising, or other promotional materials.
- C. Exhibitor grants the Friends School Plant Sale the right to take photographs of Exhibitor's booth space, exhibits, or merchandise, before, during, or after the Event's scheduled times, and further grants the Friends School Plant Sale the right to use such photographs for promotional purposes. Exhibitors agree not to interfere with Friends School Plant Sale attempts to take such photographs for promotional purposes.

17. DAMAGE TO FACILITY

Exhibitors shall promptly pay for any and all damages to Facility, associated facility, booth equipment, or property of Friends School Plant Sale or other Exhibitors if damage is caused by Exhibitor.

18. CONDUCT OF EXHIBITOR

- A. Exhibitor at all times shall conduct itself in accordance with normal standards of decorum and good taste.
- B. The Friends School Plant Sale in sole judgment may refuse to consider any Exhibitor for participation in future events for failure to abide by the Agreement.
- C. The Friends School Plant Sale reserves the right to close a booth, terminate a contract, or withdraw acceptance of a contract due to Exhibitor's failure to abide by this provision.
- D. Friends School Plant Sale reserves the right to regulate the sound, whether it be music, voice, special or artificial effects to the extent that the same interferes with other lessees within

the facilities or is determined to be offensive or otherwise violates the terms or the rules and regulations of the lease agreement.

**By signing below, I agree to the terms and conditions of this Agreement: FRIENDS
SCHOOL OF MINNESOTA PLANT SALE 2026 CONTRACT FOR GARDEN EXHIBITORS**

(Signature)

(Printed Name)

(Date)

Exhibitor information (please print):

Name _____

Complete address _____

_____ zip code: _____

Phone number _____

E-mail _____

EMERGENCY CONTACT:

Name _____

Phone number _____

E-mail address _____