

## NJ FIBERSHED BARN CRAWL 2022 Vendor Guidelines and Agreement

This Participation Guidelines and Agreement (the "Agreement") is between NJ Fibershed, an unincorporated New Jersey nonprofit organization, and the NJ Fibershed Producer Member, NJ Fibershed Artisan Member, NJ Fibershed Community Supporter Member, **or** non-member fiber producer **or** artisan (the "Vendor") for participation in the NJ Fibershed Barn Crawl 2022 (the "Crawl"). This Agreement is effective on the date below.

**Barn Crawl Dates:** The Crawl will be open to the public May 14, 15, 21, and 22, 2022, from 11 a.m. to 4 p.m.

- Host Farms are required to be open all four days of Crawl. Vendors may choose dates to participate. The table fee is the same regardless of the number of vending days.
- Prior to the event, Host Farms and all Vendors are required to attend one of the scheduled virtual planning meetings.

**Eligibility of Products for Sale:** The goal of NJ Fibershed is to promote local production systems. If you have any questions regarding your products, please contact us.

- Host Farms may sell products derived from their animals or land (e.g., raw fleeces, fibers, yarn, blankets, tanned skins-- made from their animals); or other products that contain their, or locally sourced (within 200 miles) materials from other farms (e.g., fiber, animals' milk, honey from their hives, dye plants from their gardens, etc.).
- Vendors, i.e., Artisan Members, Community Supporter Members, and non-member fiber producers or artisans, may sell their handmade work or products that contain materials grown or harvested locally (within 200 miles of Vendor).

### **Vendor Participation fee:**

- Vendor table fee for non-host Fiber Producer Members, Artisan Members, Community Supporter Members: \$20
- Vendor table fee for non-member fiber producers or artisans: \$30

Upon return of this completed Agreement, NJ Fibershed will email an invoice that can be paid online or by check. Full payment is due March 20, 2022.

**Vendor Spaces:** It is the responsibility of Vendors to coordinate with the Host Farm in regard to their vending space.

**Raffle:** NJ Fibershed will purchase items from participating farms and Vendors to be awarded as raffle prizes. There will be a raffle at the end of each day of the Crawl. NJ Fibershed will print and mail QR codes for each day to each Host Farm to display. Crawlers will enter for the raffle by scanning the QR code. At the end of the day, there will be a drawing from collected emails. Winners will be notified by email.

**Taxes:** Please consult the NJ Dept. of Treasury for information on Sales and Use Taxes if you are not yet familiar with the requirements of NJ for collecting and reporting sales taxes. Sales tax is 6.625% (as of Jan. 1, 2018) and does not apply to all types of goods, but sales amounts must be reported even if no sales taxes are due.

**Insurance Coverage, Liability, and Security:** Host Farms and Vendors are responsible for securing their own property during participation in the Barn Crawl. Neither NJ Fibershed, nor any officer, employee, agent, or volunteer thereof will be responsible or liable for accidents to any Host Farm owner or Vendor while on the premises or in case of fire, theft, or damage to any Host Farm owner's or Vendor's property or equipment on the premises. Host Farms and Vendors must provide their own insurance coverage to protect themselves, their property, their equipment, and to cover damages that may be inflicted to any building and/or property.

**Indemnification:** By agreeing to participate, Host Farms and Vendors agree to indemnify, defend, and hold harmless NJ Fibershed, and its officers, employees, agents and volunteers, from and against any and all damages to property or injuries to or death of any person or persons, including attorneys' fees; and shall defend, indemnify, save and hold harmless NJ Fibershed, its officers, employees, agents and volunteers, from any and all claims, demands, suits, actions or proceedings of any kind or nature including but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the intentional or negligent acts, errors or omissions of the Host Farm or Vendor, their officers, employees, agents, in any way related to Host Farm and Vendor duties and obligations under this Agreement and/or participation in the Barn Crawl. All points not covered herein are subject to the decision of the NJ Fibershed board of directors.

**Cancellation:** Participation fees are non-refundable.

**Termination for Breach:** NJ Fibershed reserves the right to rescind participation, and suspend participation in future events, of any Host Farm or Vendor who breaches the terms of agreement found here, with no refund to the Host Farm or Vendor. NJ Fibershed will not be liable for any monies lost or damages incurred by exercising this right.

**Termination for Conduct:** NJ Fibershed may immediately terminate this Agreement and rescind participation and suspend participation in future events if it reasonably believes that the Host Farm or Vendor has engaged or is engaging in conduct, or has been alleged to have engaged in conduct, including, without limitation, conduct involving harassment or discrimination, of a nature which reflects or could reflect materially and unfavorably upon the reputation of NJ Fibershed. Such termination will be effective upon delivery of the notice.

**Force Majeure:** Neither party will be required to perform or be held liable for failure to perform if nonperformance is caused by labor strikes, work stoppages, war, hostilities, national emergency, acts of God, epidemics, quarantines, natural disasters, power failures, or any other causes beyond the control of the party unable to perform. The non-performing party will notify and consult with the other party regarding the event and how to minimize its impact, and in all cases will make reasonable efforts to address the problem and carry out its obligations.

By submission of this Agreement I hereunder agree to abide by all guidelines, terms and conditions as listed and verify that all information I have provided is accurate.

By: NJ Fibershed

By:

Signed:

Signed:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

Return the completed agreement by email (njfibershed@gmail.com with Barn Crawl in the Subject line), or print out and mail to:

NJ Fibershed  
304 Hackett Road  
Hampton, NJ 08827