

NJ FIBERSHED BARN CRAWL 2024
Vendor Participation Guidelines and Agreement

This Participation Guidelines and Agreement (the "Agreement") is between NJ Fibershed, an unincorporated New Jersey nonprofit organization, and the Vendor (the "Vendor") for participation in the NJ Fibershed Barn Crawl 2024 (the "Crawl"). This Agreement is effective on the date below.

Barn Crawl Dates: The Crawl will be held April 27 and 28, 2024 from 10 a.m. to 4 p.m.

- Each Host Farm will be open both days 10 a.m. to 4 p.m.
- Vendors may choose the number of days to vend, ranging from one to both days of the Crawl, and may vend at a different farm each day.

Eligibility for Participation

Vendors may be: non-hosting Producer Members, Artisan Members, Community Supporter Members, Guild Members, and non-member fiber producers or artisans.

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.

A minimum of 50% of products for sale must contain, in some part, materials grown or harvested locally (within 200 miles of Vendor). Materials such as, but not limited to: honey; woodwork from locally sourced wood; yarn dyed with locally sourced dyestuffs; yarn made with local wool; finished products made with local wool; self-started seedlings and plants.

Participation fee:

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

Upon return of this completed Agreement, NJ Fibershed will email a link to our website where you can pay online or by check. **Full payment is due April 20, 2024.**

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

Publicity by Host Farms and Vendors

NJ Fibershed will provide Host Farms and Vendors with event publicity materials, to be shared on Host Farm and Vendor marketing platforms. Host Farms and Vendors may identify themselves as participants of the Barn Crawl during the months leading up to the event. Except as required by law, Host Farms and Vendors will not issue any independent press release or other public statement (including on its website or social media) relating to the Barn Crawl without obtaining NJ Fibershed's prior written consent.

Intellectual Property

NJ Fibershed grants to Host Farms and Vendors a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display the NJ Fibershed and Barn Crawl logos for the limited purposes set out in the section above. Host Farms and Vendors grant to NJ Fibershed a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display their logos for the limited purposes set out in the section above.

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.

Inclusivity and Diversity: By purchasing a space, the Vendor agrees to act as a representative of NJ Fibershed's values. NJ Fibershed is committed to providing a climate of purposeful inclusion of safety and welcome to all historically marginalized peoples. We value the diversity of racial and cultural identity and background, nationality, sexual and affectional orientation, gender identity and its expression, religious background and belief, marital status, family structure, age, mental and physical health and ability, political perspective, and educational and socioeconomic status.

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 Vendor 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 Barn Crawl 2024
304 Hackett Road
Hampton, NJ 08827