



Vendor Terms & Conditions

- **Confirmation:** Vendors are not confirmed until full payment is made. Payment is due within 30 days of the invoice.
- **Cancellation:** Cancellation 60 or more days prior to the event will result in a \$200 cancellation fee. All cancellations made less than 60 days prior to event are non-refundable.
- **Collection of Town Tax:** Total Sales Tax to collect is **8.65%**. Mountain Village (town) sales tax is **4.5%** remitted directly to Mountain Village. San Miguel (county) sales tax is **1%** and State (Colorado) sales tax is **2.9%** which are remitted to the state of Colorado Department of Revenue. New this year is the SMART tax of **.25%**, payable to the state. Mountain Village also has a restaurant tax of **2%** on food sales which is submitted directly to Mountain Village. MV tax form provided.
- **Booth Placement:** Vendors will receive exact booth assignments in the pre-arrival vendor kit and are subject to change. Booth placement is made at the discretion of TYF and is based on previous sales success, previous history with TYF, special setup and electrical requirements, and marketability of product as decided by TYF.
- **Weather:** Weather can change quickly and this is a rain or shine event. No refunds will be made due to weather conditions.
- **Liability Insurance:** Exhibitor shall maintain a valid liability (and for practitioners, malpractice) insurance policy with \$1,000,000 minimum coverage naming Telluride Yoga Festival Festival as an additional insured. Failure to provide proof of coverage by the deadline shall result in the release of your booth space.
- **Hours:** Exhibitor booth must be open and staffed in ordinance with Vendor Hours.
- **Vendor Selection:** The selection process is on a rolling basis with confirmation on all applications being made no later than April 15th. The selection process takes the following into account: uniqueness, history of vending at TYF, booth placement requests and more.

- **Security:** Exhibitor is solely responsible for securing exhibits and merchandise at night. There will be overnight security of the vendor areas.
- **Vendor Tent Requirements:** All tents must be 10x10 tents and vendors must provide tent with weights (vendors may not use stakes to secure tent).
- **Food Vendors:** should be prepared with mats or other protective devices so no grease dripping is left behind on the concrete Track & Field/Shot Put pad; grease must be disposed of properly inside grease dripping container and placed inside the dumpster in back parking lot.
- **No vehicles of any kind may be driven into the Heritage Plaza**
- **Processing Credit Cards:** We recommend you have data on your phone/tablet for processing credit cards.
- **Weather:** Weather can change quickly in the mountains; this is a rain or shine event. No refunds will be made due to weather.
- **Tent:** Outdoor vendors are required to bring their own 10'x10' tent. 6' and 8' tables + chairs can be rented for an additional fee.
- Outdoor vendors are ***not allowed to stake*** into the ground anywhere on the grounds, please bring weights. Securing the tent is the responsibility of the vendor.
- Exhibitor agrees to indemnify and hold harmless Telluride Yoga Festival Festival, LLC, its parents, subsidiaries, partners, sponsors, agents, employees and assigns from any and all claims, causes of action suits, damages, theft, injuries and losses to any person or goods arising out of relating to the Festival. Exhibitor agrees that this release shall be a full and final compromise and release of any claims, demands, actions, and causes of action, known or unknown.
- Telluride Yoga Festival shall not be liable for any failure or delay in performance arising from causes beyond Telluride Yoga Festival's reasonable control, including, without limitation, weather, acts of God, fire, flood, terrorism, strikes, failure of suppliers or subcontractors to substantially meet its performance obligations under this Agreement. • Vendor will be solely responsible for any and all sales, use, or other taxes, fees, permits, and surcharges imposed by any federal, state, county, or municipality in connection with the fulfillment of the Vendor's obligations under this Agreement and any other agreements.
- Telluride Yoga Festival reserves the right to deny sale of items that have not been listed on the application.
- Exhibitor shall permit photographs and video recording of their booths, employees and agents. All photographs and video footage shall be the sole property of Telluride Yoga Festival and may be

exploited by Telluride Yoga Festival in any manner or media without obligation to exhibitor.

- Termination. Before the Event, any agreement, including this Agreement, between Telluride Yoga Festival and Vendor will be subject to cancellation by Telluride Yoga Festival with or without cause upon 3 days prior written notice to Vendor at no cost to Telluride Yoga Festival.
- Vendor will be responsible for any and all damages, injuries, claims, charges and costs, whether tangible or intangible, to persons or property that in any way arise out of or relate to the performance of the Services whether performed by Vendor or any other persons/entities under the Vendor's control or direction. Telluride Yoga Festival has no liability for damage or theft of Vendor's materials or equipment except to the extent Telluride Yoga Festival has agreed in writing to assume liability for materials on-site and then only for any damage or theft solely due to the negligence or misconduct of Telluride Yoga Festival.