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## Everything Country Outdoor Market

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### Terms and Conditions Fall 2023

1. Date and time: The Everything Country Outdoor Market (ECOM) Fall 2023 sale shall be held on Saturday, September 9, from 9:00 am – 4:00 pm.
2. Set up: Set up times are Friday, September 8, 6:00 pm – 9:00 pm and Saturday, September 9, 6:00 am – 8:00 am. Friday set up is optional but encouraged. Vendors MUST arrive by 8:00 am Saturday morning and have completed set up by 8:30 am. Vendors may drive to their site ONLY to unload and must move their vehicle to the vendor parking area IMMEDIATELY after unloading and before beginning to set up and display items. Entry gates will close at 8:15 am sharp. Vendors arriving after this time will not have access to the vendor parking area and will be required to transport their items to their space by foot from the customer parking area.
3. Entry fee: General entry for customers is \$5/vehicle. Vendors arriving during the set-up times specified above will not need to pay this fee. Vendors arriving outside of these times will be required to pay the fee and park in the customer parking area.
4. Vehicles on grounds: No vehicles are permitted on the sale grounds between 8:30 am – 4:00 pm unless parked in an approved site with previous approval and payment. Moving vehicles on the yard during these times pose a public safety risk and will receive an automatic 1 sale suspension. See exception in condition 7.
5. Site maintenance: Vendors are required to maintain a full set up and display of their space between the sale times of 9:00 am – 4:00 pm. No early takedowns are permitted (see exception in condition 7). Vendors shall keep their site in good order and appearance including the appropriate collection and disposal of all garbage, waste, recycling, and other materials.
6. Site security: Vendors shall always ensure the safety of persons and items within their site. All vendors bringing a shelter of any type shall ensure shelters are adequately anchored with pegs and a minimum weight of 25 lbs for each of the shelter's four corners.
7. Selling out: If a vendor sells out before the end of the sale, they may take down and leave early. If their vehicle is in the vendor parking area, it must remain there and set up materials transported to it for loading. If the vendor vehicle is on the sale yard, a member of the ECOM personnel must be contacted to safely guide the vehicle off the yard.
8. Clean up: Vendors may drive to their site to reload at the end of the day following the close of the sale at 4:00 pm. Vendors shall ensure all garbage and recycling is brought to a central collection location determined by the organizers and communicated to vendors at minimum 1 day before the sale.

9. Respect of property: The ECOM premises are primarily a private residence and are open to vendors and the public only during the sale date and times as stated in conditions 1 and 2. Vendors shall respect the privacy of ECOM landowners and shall not visit, or make any type of use of, the land outside the noted times without explicit consent from ECOM organizers. During times open to the public, smoking is only permitted in the designated smoking areas and the consumption of drugs and alcohol is strictly prohibited.
10. Gate times: Strict gate entry times will be implemented to facilitate preparation, set up, and transition periods. Gates will be open for setup on Friday, September 8, from 6:00 pm – 9:00 pm and on Saturday, September 9, from 6:00 am – 8:15 am. Gates will close Saturday at 8:15 am and reopen for shoppers at 9:00 am.
11. Right to grant sites: ECOM organizers reserve the right to grant sites at their sole discretion. Failure to meet sale specifications, previous misconduct, absence without notice, and any other conduct deemed unfitting for ECOM sales may be grounds for denying future registrations.
12. Space assignments: All space assignments shall be made at ECOM organizers' sole discretion. Requests may be made for specific spaces or accommodation but are not guaranteed. No guarantee is made for the availability of a previously held space. Space assignments will be provided at the time of booking and are subject to change at the organizers' discretion.
13. Camping: Limited overnight camping spaces are available for vendors traveling to the sale and setting up Friday evening. These spaces are available by request only and must be booked in advance. Camping spaces are in the vendor parking area and do not have access to any utilities. A \$20 camping fee will apply to each booking. Vendors are not permitted to camp overnight without previous approval and payment.
14. Registration confirmation: Upon approval, spaces will be held for 3 days during which time vendors must submit full payment of their space fee to confirm their booking. Held spaces will become publicly available if not confirmed within the given 3 days. Payment for sites shall be sent in only after an application has been approved.
15. Responsibility to review: Vendors shall review their booking to understand what is provided with each site. ECOM and its members shall not be held responsible for providing tables, tents, or any other items unless booked, approved, and paid for in advance of the sale date.
16. Prohibited items: Prohibited items include but are not limited to dangerous goods (firearms, weapons, explosives); illegal and controlled substances (alcohol, tobacco and tobacco products, pharmaceuticals, drugs, items with THC or CBD); items of an expressly sexual or adult nature; items containing offensive text or images (curses, swears, vulgarities and derogatory messages including derivatives of such and play on words); or any other item deemed unsuitable by ECOM organizers. Sale, display, or posting of these items on any ECOM social media channel or outlet shall warrant immediate removal of the item and/or photo. Repeat or particularly grievous offences shall result in 1 or more sale suspensions.

17. Pets: All pets are strictly prohibited. Any vendor arriving with a pet shall remove it immediately and will receive an automatic 1 sale suspension. Repeat offenses may result in a permanent ban. Only animals intended to be sold are allowed and must be contained in Section E of the yard. Trained service animals are allowed with prior notice given to ECOM organizers of their attendance.
18. Release of liability: Vendors shall attend ECOM and use its facilities at their own risk. Vendors shall assume all responsibility for their personal care, wellbeing, and security while on ECOM premises and for the use or misuse, handling, and security of all items brought to the sale until such items are sold. Organizers, associates, and any person connected with ECOM shall not be held responsible, in full or in part, for any item being lost, damaged, stolen, used, or misused in any manner. Nor shall they be responsible for any damage or injury that may occur to person or property.
19. Food health compliance: All vendors selling food items shall comply with Public Health regulations. These regulations include submission of additional food forms beyond the general registration form. Food forms must be submitted at least three (3) weeks before the sale date. ECOM and its members will not be held responsible for any misconduct or failure of vendors to meet such requirements.
20. Cancellations: Cancellation notices received a minimum of 5 days before the sale date shall receive a 50% refund minus a \$1.00 bank fee. Cancellations received less than 5 days before the sale date shall receive no refund. Refunds shall be sent by e-transfer only and require a valid vendor email address.
21. Severe weather: ECOM sales shall run at the specified sale date and time regardless of weather conditions. Vendors should arrive prepared for all weather conditions. In cases of severe weather exceeding what reasonable preparation could prepare for, individual vendors may be allowed to close early at the discretion of ECOM organizers and only with explicit permission. Vendors closing early must adhere to the early closure directions in condition 7. ECOM sales will only be fully closed in the case of extreme weather that poses a public health risk to vendors and shoppers. No refund shall be provided in any case of early closure whether individual or full sale.
22. Compliance: All vendors shall comply with these terms and conditions. Failure to comply with these terms and conditions may warrant denial of future registrations and/or barring from ECOM participation.
23. Responsibility for clarity: Vendors shall be responsible for ensuring full understanding of the above terms and conditions. ECOM and its members shall not be held responsible for any assumptions or miscommunication made by vendors. For clarification of these conditions, contact ECOM organizers.
24. Scope and effect: The above terms and conditions shall apply to all operations relating to the 2023 ECOM Fall sale both before and following the sale date.