

Winter Wonderland Vendor Policies

APPLICATION PROCESS & VENDOR ACCEPTANCE

Once your application is submitted, you will be notified of your acceptance or non-acceptance as a vendor as early as possible, but no later than 3 weeks prior to the market dates for which you applied – some exceptions may be made due to vendor cancellations. Payment will be accepted online via credit card and is due no later than the last business day 2 weeks prior to the market date(s). Refunds may be provided for cancellation with more than 48-hours notice to the vendor's market date(s).

Vendor acceptance is based on our desire to offer an assortment of booths, and the Shack reserves the right to deny an applicant for any reason. All work must be of original concept by the vendor. Vendors or direct sellers selling mass-produced, commercial or imported products, copies, kits, molded or prefabricated work will not be accepted. Selection is made based on originality, execution of design, technique and craftsmanship, creative use of materials, aesthetic qualities, and diversity of media.

VENDOR HOURS & LOCATION

The Shack's Winter Wonderland will operate at The Shack on 8th Street, located at 712 Atlantic Avenue, Virginia Beach, VA 23451. Winter Wonderland Vendor Village hours are from 11am-3pm every Saturday and Sunday beginning November 27, 2021.

VENDOR MANAGEMENT/CONTACT INFO

The Shack's management staff will be on-site for each vendor market. If you have questions on a market day, please ask any staff member for a manager. Prior to your market day(s), feel free to email any questions to the Vendor Coordinator at vendors.theshackvb@gmail.com.

WEATHER POLICY

The Shack's Winter Wonderland experience, which includes vendors set up both indoors and outdoors, is a rain or shine event, and as such, may be vulnerable to weather. Vendors understand that fees are not refundable due to inclement weather. That being said, if severe weather (such as heavy thunderstorms expected to last for multiple hours) necessitates the closure of the outdoor portion of the Shack, outdoor vendors will be refunded on a prorated basis for the number of hours of the closure.

COVID-19 POLICY

Vendors and staff MUST stay home if they feel any symptoms of illness relating to COVID-19 including but not limited to shortness of breath, fatigue, fever, cough, sore throat, loss of taste, or loss of smell.

VENDOR RESPONSIBILITIES

Vendors must provide their own tents, tables, signage and displays; The Shack will not provide any equipment to you including tent, tables, service counters, chairs, storage units and/or any other equipment for the sale of your products. Tents may be set up at any booth where space allows, but tents are not required for indoor or outdoor covered spaces. For outdoor *uncovered* spaces, it is strongly recommended that you bring your own tent. Any outdoor vendor that

chooses to set up a tent must anchor it to the ground by weights at all times. Booth owners are responsible and liable for the security and safety of their structures, as well as anything contained inside.

Nothing may be attached to any walls, ceilings, columns or fencing unless using zip ties or string that can be cut down at the end of the day. 3M Hooks, staples, tape, glue, etc. may **not** be used.

In the event of a sell out, please see the onsite Vendor Coordinator for further instructions.

Each space must be kept clean and cleared out entirely at the end of the market day - each vendor is responsible for taking their own garbage to the provided dumpster or risk being billed for its removal. All equipment, supplies and overstock must be stowed and hidden within the space provided - no unsightly materials or equipment should be visible to customers.

Electricity can be provided upon request, but the vendor must provide extension cords and booth assignment may be influenced by the need for electricity.

Vendors are responsible for collecting their own payment, and please note that WiFi is NOT provided. Any vendor wishing to take credit card payments using the internet is encouraged to bring their own WiFi hotspot.

LOAD-IN/LOAD-OUT & PARKING

Load-in begins at 9am on the day of your space reservation. All vehicles must be removed from any loading areas prior to 10am, and vendors must be completely set up by 10:45am. If you feel that you need more than an hour and a half to set up, please email the Vendor Coordinator. Load-in directions will be provided in advance of your market date(s). It is recommended that vendors bring hand-operated carts or dollies to assist with load-in and load-out of merchandise and equipment, as you will not be able to park right next to your space to unload.

Loading space is very limited, so we kindly ask that you move your vehicle IMMEDIATELY when finished unloading. Vendor parking is not provided, but we recommend the 9th St. Municipal Parking Garage that is directly adjacent to the Shack. Parking spaces on 8th Street are reserved for market customers; vendor parking is not permitted on 8th Street or in the parking lot behind The Shack.

SPACE ALLOCATION

Booth sizes are approximate due to the varied layout of the Shack. The space assigned at vendor check-in is the only space that will be allotted to you, and all displays must be contained within your space. Vendors are assigned spaces on a first-come, first-serve basis at the discretion of the Vendor Coordinator. Special requests (such as booth placement) are not guaranteed, but are considered in accordance with the date the application was received. The Shack reserves the right to change booth placement without notice in accordance with changes that are made to the layout of the Shack grounds. Booth spaces may be located on pavers, concrete or artificial turf, so please be aware that some areas of ground may be slightly uneven.

MISCELLANEOUS

The Shack will be promoting all vendors on Facebook and Instagram, with a full listing of vendors by date posted on www.theshackvb.com/winterwonderland. We graciously encourage accepted vendors to share the Shack's promotions on their own social media profiles and websites and hope that you'll help spread the word about this awesome experience! If you wish to obtain branded promotional materials to use on your own website, please email us.

Due to space constraints, pets are not allowed on The Shack property at any time.

The Shack managers provide general grounds security but are not responsible for damage to, loss, or theft of property belonging to a vendor or guests.

Vendors who wish to smoke must leave the Shack grounds to do so.

Vendors shall be honest and conduct themselves in a courteous, professional and respectful manner at all times.

INDEMNIFICATION

The Shack does not assume responsibility for general or product liability. Each vendor agrees to indemnify, defend, reimburse and hold harmless the Shack and its directors, officers, employees, representatives and agents from and against all liabilities, obligations, claims, demands, losses, damages, causes of actions, lawsuits and costs and expenses of any nature arising out of, or related to, their activities at the Shack or the sale or consumption of their products.