

Taylor Farm Pumpkin Patch Festivals Vendor agreement

THIS VENDOR AGREEMENT is for the Taylor Farm Pumpkin Patch festivals and events happening in 2025. Consisting of all the following festivals or events in 2025.

1. Pumpkin Patch & Corn Maze

Season dates: September 20, 2025 - October 25, 2025. We're open Saturdays 10am - 7pm and Sundays 12pm - 5pm.

2. Christmas on the Farm (Holiday Bazaar)

On November 15th, 2025, shopping from 10 am to 5 pm, we're hosting our annual holiday bazaar. This is a wonderful opportunity to share your products with our visitors as they kick off the holiday season.

3. Fall Festival at the Pumpkin Patch

On October 4, 2025, shopping from 10am - 7pm. This will take place during the regular pumpkin patch season and open hours on that day.

4. Summer on the Farm (Summer Market)

On June 7, 2025, shopping from 10am - 2pm.

This agreement is between Taylor Farm Pumpkin Patch (Amanda and Jonathan Taylor) located at 9531 North 450 West, West Lafayette, IN 47906 and (Vendors full name and business name)

Vendors will pay booth fees for all festivals or events they specify on the vendor application. These fees will be billed to them as an invoice via Square by Taylor Farm Pumpkin Patch. If fees are not paid vendors will not be allowed to set up or sell their products at any festivals or events at Taylor Farm Pumpkin Patch.

1. SCOPE OF SERVICES

- 1.1 The vendor is responsible for all items and personal belongings. Taylor Farm Pumpkin Patch is not responsible for any lost, stolen or broken or damaged belonging. Taylor Farm Pumpkin Patch is also not responsible for any accidents or injuries.
- 1.2 Vendors are responsible for supplying their own tables and pop-up tent(s). (Please note that we are located out in the countryside, and it sometimes gets windy. Bring proper supplies to stake your tent down.
- 1.3 Taylor Farm Pumpkin Patch will not have wifi accessible to vendors. Electricity will not be available either.

2. PAYMENT AND INVOICING

2.1 Vendors will pay booth fees for all festivals or events they specify on the vendor application. These fees will be billed to them as an invoice via Square by Taylor Farm Pumpkin Patch. If fees are not paid vendors will not be allowed to set up or sell their products at any festivals or events at Taylor Farm Pumpkin Patch.

2.2 TERM AND TERMINATION

The term of this Agreement is for all Taylor Farm Pumpkin Patch festivals and events listed at start of this agreement form that this vendor has signed up to attend. Unless terminated as provided below.

Either party may terminate this Agreement by providing 10 days written notice to the other party. If the vendor terminates this agreement after fee(s) has been paid, the fee(s) will not be refunded.

3. REPRESENTATIONS AND WARRANTIES

3.1 Each party represents and warrants to the other that it has the full power and authority to enter and perform this Agreement.

4. LIABILITY

- 4.1 Except for damages resulting from willful misconduct or gross negligence, neither party will be liable to the other for any incidental, indirect, special, consequential damages, or lost profits arising out of, or in connection with, this Agreement, whether an action in this agreement or offence and regardless of the theory of liability.
- 4.2 Taylor Farm Pumpkin Patch is not liable for any accidents or injuries.
- 4.3 Taylor Farm is not responsible for any lost, stolen or broken items or personal belongings belonging to the vendor.

5. CONFIDENTIALITY

5.1 Each party agrees to keep confidential all Confidential Information received from the other party and to use it strictly for the purposes of this Agreement.

6. DATA PROTECTION

6.1 Vendor gives Taylor Farm Pumpkin Patch permission to post information and photos about their business on their website and/or social media account(s) to advertise for festivals and events which the vendor will be participating in. This would consist of but not limited to company names, items sold and able to tag the vendor and/or company.

- 6.2 Taylor Farm Pumpkin Patch gives vendors and/or companies signing this agreement permission to tag or post information about our Festivals, events and Pumpkin Patch & Corn Maze on their website or social media account(s).
- 6.3 Vendor shall not process any personal data obtained from the Customer except as necessary to perform its obligations under this Agreement and in compliance with the Customer's written instructions.

7. INDEMNIFICATION

7.1 Each party agrees to indemnify and hold harmless the other party from any damages, liabilities, costs, and expenses incurred because of the party's breaching negligence or willful misconduct.

IN WITNESS WHEREOF, the parties here to have executed this Agreement by signing and dating below.

Taylor Farm (Amanda Taylor)	Vendor Signature	
× Amanda Taylor	х —	
Signers full Name: <u>Amanda Taylor</u>	Signers full Name:	
Contact Information: 765-894-1231 / taylo374@purdue.edu	Signers phone # and email:	
Date: 4/15/2024		
	Date:	