



VENDOR RESERVATION AND CONTRACT

Yew Dell Botanical Gardens Event: _____

Vendor Name: _____

Vendor Address: _____

Contact Name: _____

Phone: _____

Email: _____

Please indicate the Farmers Markets you will be attending.

- April 24th
- May 29th
- June 26th
- July 31st
- August 28th
- September 25th

VENDOR HOURS: 4:00pm-8:00pm (set up to be completed by 3:45pm)

COST: The 2026 Vendor fees have been waived.

SET-UP TIME: 2:00pm-3:45pm

TABLES / FURNISHINGS: We will supply one eight-foot table and two chairs per vendor. Power may be available if requested in advance.

EVENT BREAKDOWN HOURS: 8:00pm-9:00pm

We ask all vendors to refrain from breaking down exhibits prior to the closure of the event. Yew Dell Botanical Gardens is not responsible for any items left behind after the event. The Vendor's area must be left in clean condition, and all materials and trash are to be taken by the vendor. No smoking or vaping is allowed on the grounds. No pets with the exception of support animals are allowed on the grounds.

VENDOR LIABILITIES: The Vendor is liable for all damages, expenses and losses, including theft and property loss, caused by any person who attends, participates in, or provides goods or services connected with the Vendor's use of the facility and all tangible property. Such costs will be assessed and charged to the Vendor. Additional clean-up fees will be assessed on an as needed basis and will be charged accordingly based on staff hours required for cleaning and repair, determined at the discretion of Yew Dell Botanical Gardens.

Vendor shall indemnify and hold harmless Yew Dell Botanical Gardens, its officials and employees, both in their official and individual capacities, and their agents from and against all claims, damages, losses and expenses, including also reasonable attorneys' fees resulting from faults, errors, mistakes, misconduct or negligence acts or omissions of the Vendor in connection with and under this agreement. This indemnification shall not be limited by insurance coverage.

The Vendor shall also release, discharge, hold harmless and waive any claim against Yew Dell Botanical Gardens any and all claims for losses, injuries, death of or damage to persons or property (including loss of use of property) sustained to or by the Vendor in connection with parking or access thereto and from. This indemnity shall be effective as to any loss or damage arising from parking services offered by Vendor, volunteers, third party or any agent, or employees.

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of Yew Dell Botanical Gardens – such as acts of God, war, acts of terrorism, government regulations, utility disruptions, disaster, strikes, civil disorder, floods, or other emergencies – to the extent that such circumstance makes it impossible for Yew Dell Botanical Gardens to provide, or for the Vendor in general to use, Yew Dell Botanical Gardens' facilities. Yew Dell Botanical Gardens shall not be responsible for any cancellation fees from any of the outside service suppliers.

I have read, understand and agree to abide by the Vendor Reservation and Contract Form. This reservation and contract shall become effective only upon the completion of the Vendor Reservation and Contract Form and acceptance by an authorized representative of Yew Dell Botanical Gardens.

Vendor Signature: Claudette Z. Herald Date: February 3, 2026

Yew Dell Botanical Gardens Staff Signature: _____ Date: _____

Thank you! Please call Jill Tinius at (502) 241-4788 x1003 or email jilliant@yewdellgardens.org for additional information about this event.