



**HERITAGE
FOUNDATION**
WILLIAMSON COUNTY, TN

DOWNTOWN
FRANKLIN
ASSOCIATION

The
**FRANKLIN
THEATRE**

FRANKLIN
Grove
ESTATE & GARDENS

The Moore-Morris
History and
Culture Center
WILLIAMSON COUNTY, TN

Festival Vendor Terms & Conditions

1. Applicability

These Festival Vendor Terms & Conditions apply to **all vendors** participating in festivals hosted by the Heritage Foundation of Williamson County and the Downtown Franklin Association, including but not limited to Arts & Crafts vendors, Food Vendors, Community Partners, Sponsors, and Downtown Franklin Association (DFA) Member Booths.

Certain sections apply **only to specific vendor categories**, as clearly noted throughout this document.

2. Application & Agreement

All vendor applications must be submitted through Eventeny.

By submitting an application, the applicant acknowledges that they have read, understand, and agree to comply with:

- These **Festival Vendor Terms & Conditions**
- The **Rules & Regulations**
- Any additional vendor materials or instructions provided by Festival Staff, including the **Vendor Packet**

In the event of a conflict between documents, the **Festival Vendor Terms & Conditions** shall govern.

3. Acceptance, Selection & Discretion

Acceptance to a festival is determined by Festival Staff through processes appropriate to each vendor category (jury review, selection, or invitation).

Acceptance to a previous festival does not guarantee acceptance to future festivals.

Festival Staff reserves the right to:

- Limit the number of vendors in any category
- Decline applications that do not meet festival standards
- Revoke acceptance if a vendor's offerings, setup, or conduct are found to be inconsistent with their application or festival policies

All acceptance decisions are final.

4. Fees, Payments & Cancellations

Vendor fees, payment schedules, refund eligibility, and cancellation deadlines vary by vendor category and are outlined in the applicable application.

Unless otherwise stated:

- **Application fees are nonrefundable**
- Booth fees may be refundable only if canceled by the stated deadline and subject to administrative fees

Failure to submit payment by required deadlines may result in forfeiture of participation.

5. Festival Schedule & Operations

Festival dates, times, setup windows, inspections, breakdown schedules, and restocking rules are provided in the application and Vendor Packet.

Vendors are required to adhere strictly to published schedules and on-site instructions.

6. Original & Handcrafted Work Requirement (Arts & Crafts Vendors Only)

All artwork and products must be original, handcrafted, and created by the applying artist or approved collaborative team.

The following are **not permitted**:

- Imported goods
- Commercially mass-produced or factory-manufactured items
- Kits, flea market items, or resale merchandise
- Items made using commercially purchased casts, molds, or patterns
- Pre-manufactured or factory-sewn clothing

Limited exceptions may be considered only when the artist can clearly demonstrate substantial personal modification as an integral part of the creative process. Final determination rests with Festival Staff.

7. Handmade Verification & Proof of Production

(Arts & Crafts Vendors Only)

Due to the increased availability of mass-produced goods through wholesale and fast-retail marketplaces, additional verification requirements may apply. Certain categories may be required to submit proof of production, including workspace photos or process videos. Submitted materials may be reviewed using reverse image searches and AI-supported verification tools. Applications lacking required proof or indicating resale or mass production may be declined. Application fees are nonrefundable.

8. Licensing & Intellectual Property

(All Vendors)

All merchandise referencing protected characters, brands, logos, or sports teams must be properly licensed.

Unlicensed or “fan-made” items are prohibited and may result in immediate removal without refund and restriction from future festivals.

9. Food Safety & Permits

(Food Vendors Only)

Food vendors must comply with all local and state health department requirements, permits, inspections, and food safety regulations as outlined in the Food Vendor application and Vendor Packet.

Failure to obtain or maintain required permits may result in removal without

refund.

10. Insurance & Risk Allocation

(All Vendors – Tiered Requirements)

Vendors participate in festivals **at their own risk** and assume full responsibility for their merchandise, equipment, displays, and activities.

Certificates of Insurance (COIs) are **required** for:

- Food vendors
- Alcohol service providers
- Vendors operating under permits requiring insurance (including large tents or specialized equipment)

COIs are **not required** for standard Arts & Crafts, Community Partner, or DFA Member booths operating within a standard 10' x 10' footprint unless otherwise specified.

All vendors are strongly encouraged to maintain liability insurance appropriate to their operations. Festival Staff reserves the right to request proof of insurance if a vendor's setup or activities present a safety or risk concern.

11. Booth Assignment & Placement

(All Vendors)

Booth assignments are determined by Festival Staff. Location requests cannot be guaranteed. Booth assignments are final and will be communicated prior to the festival.

Refunds will not be issued based on dissatisfaction with booth placement.

12. Conduct & Compliance

(All Vendors)

Vendors, including employees, assistants, and representatives, must maintain professional, respectful conduct at all times.

Vendors must:

- Remain open and operational during all festival hours
- Comply with instructions from Festival Staff, City officials, Fire Marshal, and Police
- Maintain safe, accessible booth spaces
- Ensure displayed merchandise matches what was approved or disclosed in the application

Harassment, abusive behavior, unsafe practices, or refusal to comply with festival directives will not be tolerated.

Festival Staff may take corrective action, including removal of noncompliant items or removal from the festival without refund. Violations may affect eligibility for future events.

13. Weather, Liability & Force Majeure

(All Vendors)

Festivals are held rain or shine. No refunds will be issued due to weather or other uncontrollable circumstances.

Festival organizers are not liable for loss, theft, damage, injury, or interruption of vendor operations due to weather, accidents, or acts of nature.

14. Severability

If any provision of these Festival Vendor Terms & Conditions is found unenforceable, the remaining provisions shall remain in full force and effect.