

2024 Terms & Conditions for Participation in the Heartland Tea, Coffee & Chocolate Festival
Note that these articles below apply to exhibitors, instructors, speakers & sponsors where indicated

Terms:

“Event” denotes 1st Annual Heartland Tea, Coffee & Chocolate Festival, held October 19-20, 2024

“Host” denotes Savoy Tea Company, Nicole Burriss and other festival committee members as applicable

“Venue” denotes Ameristar Casino & Hotel, Kansas City, Missouri

“Exhibitor” denotes business name as provided on Application

“Instructor” denotes business or individual name as provided on Speaker Application and applies to main stage speakers and workshop instructors alike

Conditions:

Section 1: Exhibitors

1. Exhibitor acknowledges receipt of Exhibitor Information Packet as downloadable pdf and indicates their willingness to abide by the guidelines set out herein including providing proof of insurance coverage when requested.
2. Exhibitor agrees that they are responsible for preparing their own product for sampling (including equipment to prepare product safely and in accordance with health regulations) and that no one with the Event or Host or Venue is responsible for ensuring Exhibitor's ability to sample teas to Event attendees. Host agrees to provide purified drinking water and, in a central location, equipment to heat water to varying temperatures.
3. Exhibitor agrees that they have obtained all necessary permits and licenses pertaining to business operation in the city of Kansas City, state of Missouri.
4. Exhibitor acknowledges and agrees that they are responsible for procuring and maintaining any liability policy or insurance necessary to secure and protect Exhibitor, Exhibitor's employees or agents and Exhibitor's product.
5. Exhibitor hereby agrees to indemnify Host and Venue and hold both harmless from any actual, punitive or consequential loss or damage whatsoever that the Exhibitor might incur by reason of its location upon the Venue property, attendance and/or participation in the Event, or any claim, damage, injury or issue arising out of Exhibitor's attendance and/or participation in the Event, known or unknown at the time of execution of this Agreement.
6. Exhibitor acknowledges and agrees that neither Host nor Venue is providing any form of security for the Event beyond what is normally provided on the Venue grounds.

7. Exhibitor will be solely responsible for all costs associated with their participation in the Event.
8. Host and Exhibitor agree that Exhibitor shall provide Host with a logo or image for use in advertising the event no later than 14 days after being accepted into the show. Host will use this logo or image for no purpose other than promotion of 2024 Event.
9. Exhibitor agrees to leverage their social media and promotional outreach to advertise the Event to their customers and in their geographic area.
10. Cancellation Policy: Exhibitor cancellations prior to April 9, 2024, will be refunded full booth fee or full deposit amount, whichever was paid. Exhibitor cancellations between April 10, 2024 and June 30, 2024, will be refunded 50% of booth fee or 50% of deposit amount, whichever was paid. No refunds of any kind for cancellations by Exhibitor will be made after July 1, 2024. If Exhibitor is removed from the Event at any time for non-payment, all deposits and payments made up to that point are forfeit.
11. Host reserves the right to remove Exhibitor if violations of Event policies occur or if, in the discretion of Host, the Event will be detrimentally impacted by Exhibitor's continued participation. If Exhibitor is removed from Event for any reason by Host there will be no refunds of payments made and no recompense made for Exhibitor expenses.

Section 2: Instructors

1. Instructor hereby agrees to indemnify Host and Venue and hold both harmless from any actual, punitive or consequential loss or damage whatsoever that the Instructor might incur by reason of its location upon the Venue property, attendance and/or participation in the Event, or any claim, damage, injury or issue arising out of Instructors's attendance and/or participation in the Event, known or unknown at the time of execution of this Agreement.
2. Instructor acknowledges and agrees that neither Host nor Venue is providing any form of security for the Event beyond what is normally provided on the Venue grounds.
3. Instructor will be solely responsible for all costs associated with their participation in the Event and expects no remuneration other than that set forth in the Instructor payment arrangements as set forth in #4 below. Instructor acknowledges that where remuneration is based on attendance, no set dollar amount has been negotiated and no minimum payment or number of students has been promised.
4. If Instructor is also an Exhibitor, they will receive 40% of the class fees inclusive of their materials costs. If Instructor is not also an Exhibitor, they will receive 40% of the class fees plus their materials costs will be reimbursed. If Instructor is not also an Exhibitor, the class fee set must, at a minimum, cover the materials costs.
5. Instructor will be solely responsible for providing Host a list of items required for their presentation by deadlines set out in Instructor schedules. This includes any electronic presentations, equipment desired, consumable items needed, etc. Instructor is responsible for providing equipment outside of standard and customary items such as teapots, infuser baskets and electric kettles. Cost of specialty items for instructor's presentation will be deducted from Instructor remuneration and shall become the

property of the Instructor after the Event. Any items not requested by specified deadlines shall be the responsibility of the Instructor. Items procured for the Instructor by the Host after the deadline may incur an additional inconvenience charge to be subtracted from any remuneration due Instructor. Arrangements other than those above may be possible upon discretion of Host.

6. Host and Instructor agree that Instructor shall provide Host with a logo or image for use in advertising the event no later than 14 days after being accepted into the show. Host will use this logo or image for no purpose other than promotion of 2024 Event. Further, Instructor agrees to use of their name and professional affiliations as well as any provided logo in conjunction with Event marketing.

7. Instructor agrees to leverage their social media and promotional outreach to advertise the Event to their customers, followers, and in their geographic area.

8. If Instructor is removed from the Event for any reason whether at their request or by Host, or if they do not perform the duties expected of them per their final Instructor agreement which will be delivered by email, they hereby forfeit any claim to remuneration of any kind.

9. Host reserves the right to remove Instructor if violations of Event policies occur or if, in the discretion of Host, the Event will be detrimentally impacted by Instructor's continued participation. If Instructor is removed from Event for any reason by Host or if Instructor removes themselves from the event, there will be no refunds of payments made and no recompense made for Instructor expenses.

Section 3: Common Agreements

Force Majeure: Neither party shall be held liable for any failure to perform its obligations hereunder where such failure results from any cause beyond the reasonable control of that party, including but not limited to, acts of God, weather conditions, natural disasters, war, terrorism, labor disputes, strikes, governmental orders or restrictions, pandemics, or power failures. In such circumstances, the affected party shall promptly notify the other, and both parties will make reasonable efforts to mitigate the impact of the Force Majeure event. If the event persists for more than 5 days, either party may terminate this agreement without penalty. If the Event is canceled by Host for reasons other than those set forth in this paragraph, any fees paid will be refunded in full but any agreement to remunerate Instructor or Exhibitor shall be considered null and void. In addition, any un-recouped funds due to travel arrangements, purchase of stock or other expenses will be the sole responsibility of the Instructor/Exhibitor.

Dispute Resolution Clause: In the event of a dispute arising from or related to this agreement, the parties agree first to attempt to resolve the matter through good faith negotiations. If the dispute cannot be resolved informally, the parties agree to submit to binding arbitration. The arbitration shall be conducted by a neutral arbitrator, mutually agreed upon by both parties, in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties. Legal proceedings, if necessary, will be conducted within the jurisdiction where the event is held.

Code of Conduct: All participants, including exhibitors, speakers, sponsors, and attendees, are expected to adhere to the highest standards of professionalism and respect. Discrimination,

harassment, and any form of abuse are strictly prohibited. This includes but is not limited to behavior based on race, gender, sexual orientation, disability, physical appearance, or religious beliefs. Any participant found in violation of this code will be subject to appropriate actions, which may include expulsion from the event without refund. We are committed to providing a welcoming and safe environment for everyone.

Intellectual Property Rights: All participants retain ownership and rights to their own intellectual property, including but not limited to names, logos, trademarks, and materials created for or displayed during the event. This agreement does not grant either party any rights, implied or otherwise, to the other party's content. Participants grant the event organizers a non-exclusive, royalty-free license to use their names, trademarks, and logos for event promotional purposes only. Any use of intellectual property owned by others must be with their express consent and in accordance with applicable laws.

Disclaimer:

Application to be a Exhibitor, Instructor or Sponsor at the 2024 Heartland Tea, Coffee & Chocolate Festival is not a guarantee of acceptance into the show. No verbal discussions or agreements with any festival staff are binding and should not be considered indicative of acceptance into show.

Proceeding with any application will indicate acceptance of and agreement with all terms and conditions as set out above.