

OPEN DAILY MID AUGUST THROUGH CHRISTMAS EVE



HIGH HILL RANCH

FOOD • FAMILY • FUN

Placerville, California

CRAFT SHOW TERMS & CONDITIONS

CONDITIONS & RESPONSIBILITIES OF THE TENANT

By signing this contract, the artist is a tenant renting a space of land from High Hill Ranch. All tenants that sign this contract are entering into contracted terms with High Hill Ranch LLC dba High Hill Ranch. By signing this contract, tenants agree to read all material of this entire contract and abide by all terms and regulations written in this contract. By signing this contract, both parties are in an agreement to the necessary terms required for keeping High Hill Ranch a well maintained and safe location for use. The tenant will sign once at the bottom of this contract's page to agree to enter into contracted terms, as described in this document, with High Hill Ranch. The tenant's signature is necessary to satisfy the full content of this contract.

SPACE SIZE RENTAL POLICY

All artists are tenants renting a space of land from High Hill Ranch. Each tenant's rental space will be limited to one of the following sizes: a maximum of 10ft x 10ft, a maximum of 10ft x 20ft, or a maximum of 10ft x 30ft. Not all rental spaces are required to meet the exact square footages listed here. Square footages are approximations and space sizes less than the maximum square footages will be rounded up to 10ft increments in order to fall within one of 3 space size descriptions listed here. The size of the tenant's space rental is approximated in the Select Space Size section outlined in Part 3 of this contract and is also approximated on the tenant's invoice. A detailed map of each tenant's space rental is located inside the office at High Hill Ranch. All tenants agree to operate within their assigned rental space. No work or property usage is granted or implied outside of the tenant's space rental. All tenants found operating any part of their business on High Hill Ranch property, excluding the area defined as the tenant's rental space, will be fined \$50 for each instance of violation due within 24 hours of email notification and subject to new regulations that are stated in the Violation Policy section of this contract. Tenants operating their businesses within their approved space is necessary to keep High Hill Ranch a safe and well organized business.

There are several costs or fees associated with a tenant's space including but not limited to, Space Rental Fees, Electricity Fees, RV Fees, and Violation Fees. The largest of these fees is the Space Rental Fee. Spaces are rented by the week and can cost a minimum of \$120/week up to \$540/week or more, depending on the size of a tenant's space. One week is considered to be Saturday through Friday. Exact dates are described in the Select Dates section of this application and contract. This signed contract and payment for all the costs associated with the tenant's space rental fees must be received by High Hill Ranch by the due dates to reserve the tenant's space and be approved to the show. The space rental fees have specific due dates further outlined in the Payment Due Dates section of this contract. No terms are implied and granted,

and no work will be allowed until High Hill Ranch receives a full length signed contract from the tenant, and until High Hill Ranch receives payment for all associated costs pertaining to space rental fees, including any electricity fees, or RV fees as outlined in the Payment Due Dates section of this contract. All tenant invoices not paid by the corresponding due dates will be subject to a \$50 violation fee for each instance of violation due within 24 hours of email notification and subject to new regulations that are stated in the Violation Policy section of this contract. High Hill Ranch, at its sole discretion, reserves the right to accept or deny all applicants and tenants for any reasons listed or not listed in this contract.

ELECTRICITY POLICY

Electricity cost is \$40/week and all payments are due along with the space rental fees according to the dates outlined in the Payment Due Dates section of this contract. Electricity usage is optional. All tenants that want electricity should make their decision early on, at the time of submitting this application. Tenants must pay the electricity fee for all approved space rental dates on their application. No add-ons or removals of electricity will be allowed at any length into the contract, without full payment of electricity fees for all approved space rental dates, since the beginning of the tenant's contract. Even if the tenant did not use electricity during all of the space rental dates, if a tenant decides to add electricity at any point during the contracted time, they will be required to pay electricity fees from the beginning of their contract. This means if a tenant chooses to sign up for electricity towards the end of the season, they are required to pay electricity fees for all previous approved space rental dates in their contract. All tenants using electricity must supply their space with a power strip that will reach the nearest power outlet. This distance could be up to 40ft. No electricity is allowed until the tenant's space is equipped with a proper power strip. No extension cords are allowed this year inside or outside of a tenant's rental space. Electricity is used for lighting only, and all lighting is required to be LED. Fluorescent bulbs are no longer allowed. All lights must be turned off by 8:00 pm. All devices using electricity that are not LED lights, including but not limited to, coffee pots, tea pots, fans, power tools and heaters are not allowed. In the event a tenant requires an electrical device to make their product, please see High Hill Ranch management to discuss further options. These restrictions are enforced in order to help keep High Hill Ranch a well kept working business that is fair for all parties involved. All tenants that violate any of the terms implied here, will be subject to a \$50 violation fee for each instance of violation due within 24 hours of email notification and subject to new regulations that are stated in the Violation Policy section of this contract.

RV SPACE POLICY

An RV space cost is \$100/week and all payments are due along with the space rental fees as outlined in the Payment Due Dates section of this contract. RV spaces are optional and very limited. Any tenant that wants an RV space should make their decision at the time of filling out the application section of this contract. All tenants that are assigned an RV space by High Hill Ranch will be notified with an RV Fee listed on their invoice. Not all RV spaces are setup with water and electrical hookups. RV spaces without hookups still cost \$100/week. RV spaces that do have water and electricity hookups available, also costs \$100/week. Tenants with an RV space are allowed 1 RV per space and a maximum of 2 vehicles per RV space. No vehicle shall park in any of the available RV spaces or obstruct another RV from setting up in its space. All RV spaces are required to be well kept and maintained. All items including the following, but not limited to, tents, storage units, plants, gardens, buckets, and animal cages are not allowed outside of a tenant's RV, in a tenant's RV space, nor are these items allowed on any part of High Hill Ranch's property. All tenants

found operating their RV spaces in a manner not in compliance with the terms implied in this contract, will be fined \$50 for each instance of violation due within 24 hours of email notification and subject to new regulations that are stated in the Violation Policy section of this contract. Tenants using their RV spaces within the implied terms described in this contract is necessary to keep High Hill Ranch a safe and well organized business.

BILLING REQUIREMENTS

All invoices will be emailed directly from High Hill Ranch. It is the tenant's responsibility to know the amount owed, and the due dates as listed in this signed contract. All payments are due by the due dates listed in this contract regardless of any reasons pertaining to delay or miscommunication, including but not limited to, invoices not being received, checks being lost in the mail, and lack of funds.

All check payments must be made out to High Hill Ranch LLC and processed by High Hill Ranch, on or before the due dates listed. All late payments will incur a \$50 late fee for each instance of violation due within 24 hours of email notification and subject to new regulations that are stated in the Violation Policy section of this contract.

Payments made by credit/debit card will incur a 5% processing fee. This processing fee applies to any payments made by credit/debit card, including fines, late fees and any applicable contract charges. Mailed payments must be received and processed by High Hill Ranch, prior to the due dates listed in the Due Dates section of this contract. Payments postmarked on or before the due date are not sufficient and will be considered late if not received and processed by High Hill Ranch on time. Regarding tenants mailing a payment, it is encouraged for tenants to have payment in the mail 2 weeks in advance. High Hill Ranch LLC is not responsible for late or misrouted mail.

PAYMENT DUE DATES

If the tenant's approved contracted date(s) fall within a specified range listed below, payment is due on the corresponding due date. Payments may or may not include space rental fees, electricity fees and RV fees. All payments are further described in tenants invoices.

Any approved dates totaling 5 weeks or less are due within 7 calendar days of High Hill Ranch sending an emailed invoice.

- WEEKS 1-5, All approved August and/or September weeks are due June 25th, 2024.
- WEEKS 6-9, All approved October weeks are due September 25th, 2024.
- WEEKS 10-14, All approved November weeks are due October 25th, 2024.

REFUND POLICY

At any duration into this contract after the tenant's payment is processed, if the tenant cancels for any reason, or is disqualified for any reason, there are no refunds after payments are processed.

VIOLATION POLICY

Tenants will incur a \$50 violation fee for violating any of the terms implied in this contract. These include, but are not limited to the following:

- Tenants taking ice, soda, or food items from High Hill Ranch without paying full price.
- Tenants operating their business outside of their rented space.
- Tenants occupying land for storage, for living, or for any reason, that is not granted use by High Hill Ranch.
- Tenants not paying space rental fees, electricity fees, or RV fees by their due dates.
- Tenants using any electrical devices other than LED lighting.
- Tenants not parking in their assigned parking space.
- Tenants not parking their vehicle in their assigned parking space by the required time.
- Tenants opening late or closing early.
- Tenants bringing in buy/sell products at any time during their contracted dates.
- Tenants selling products not approved in their application.
- Tenants or their agents occupying more than 1 RV spot.
- Tenants setting up or taking down their booths outside of the time frame listed in the Set Up and Take Down Policy.

Additional costs that arise from violating any of the terms implied in this contract, including but not limited to, all violation fees, will be due within 24 hours of email notification. No terms are implied or granted and no work will be allowed until full payment for each violation occurrence is received. Any tenants receiving a \$50 violation fee, will also be subject to TIER 2 pricing at the sole discretion of High Hill Ranch and its management.

DISQUALIFY AT WILL POLICY

Disqualification is not the same as violation. High Hill Ranch reserves the right, at its sole discretion to disqualify or prematurely terminate the tenant's contracted terms at any time throughout the duration of the contract's period. Early termination of a tenant's contracted terms occurs at no cost or loss to High Hill Ranch LLC, its owners, and employees. All disqualified tenants will have 24 hours after disqualification notice is emailed to remove their booth, and their belongings. If the disqualified tenant's property is not removed within 24 hours of the sent email, a High Hill Ranch employee will remove all of the tenant's remaining property. High Hill Ranch LLC, its owners and employees are not responsible for any monetary losses from early termination of this contract, losses from sales or damages incurred to the tenant's belongings during this process. The disqualified tenant's rented space will be given to a new tenant from the waitlist. Although, High Hill Ranch reserves the right to disqualify any tenant at any time throughout the duration of this contract, without any loss to High Hill Ranch, there are a few disqualifying instances listed below to help tenants avoid disqualification.

All space rental payments more than five (5) days late, will result in the cancellation of the tenant's implied terms and disqualification of the tenant's remaining contracted dates. These tenants will be held subject to this disqualification policy.

Any tenants contracted with High Hill Ranch that continuously complain about ranch related issues will be subject to this disqualification policy. High Hill Ranch does its best to maintain the property and keep a safe working environment. However, this is a working ranch and there will constantly be ongoing issues that tenants must endure.

Any tenant displaying any physical act of violence towards another agent of High Hill Ranch or a customer of High Hill Ranch will be subject to this disqualification policy.

Any tenant that incurs a \$50 violation fee and does not pay within 24 hours of email notification will be subject to this disqualification policy.

Any tenant that incurs multiple violations will be subject to this disqualification policy.

PRODUCT STANDARDS POLICY

All tenant items listed for sale are required to be 100% handmade by the participating artist and be approved in advance by High Hill Ranch before tenants can start selling on the property.

Tenants are not allowed to sell any buy/sell products in this show.

Tenants are not allowed to sell products not listed on the tenant's contract.

Tenant's are not allowed to sell derogatory or offensive items as deemed so by High Hill Ranch.

At any point throughout the duration of the tenant's contracted time, if the tenant receives verbal or written notice from High Hill Ranch to remove any items for any reason, the tenant must cooperate with High Hill Ranch and immediately remove the items from being sold within 24 hours of notice. Furthermore, bringing in a buy/sell product, bringing in a product not listed on a tenant's contract, or bringing in a derogatory item at any time during the contracted dates will incur a \$50 violation fee for each instance of violation due within 24 hours of email notification and subject to new regulations that are stated in the Violation Policy section of this contract.

LIABILITY POLICY

The tenant agrees to indemnify, defend and hold High Hill Ranch LLC, its building owners, officers, employees, and agents harmless of and from any liabilities, cost, penalties or expenses arising out of and/or resulting from the space rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by the renter, its employees and agents.

In the event High Hill Ranch LLC, its landlord, building owners, employees and/or agents are required to file any action in court in order to enforce or defend any provisions of this agreement, the tenant agrees to pay High Hill Ranch LLC, its officers, landlord, building owners, employees, and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by High Hill Ranch LLC, including collection expenses and interest due. High Hill Ranch LLC upholds the right to terminate the tenant's terms of this contract with no refunds, losses, or damages, paid to the tenant if there is sufficient evidence of the tenant violating any

of the terms implied in this Application and Contract. All legal consequences, monetary losses, and ramifications are the sole responsibility of the tenant and their agents.

CONDUCT POLICY

There is absolutely no drug use on the premises or smoking of any kind tolerated on the premises within 25 feet of any building, including loitering or congregating outside of entrances or walkways. Disparaging remarks, or any type of physical violence will not be tolerated and will be cause for immediate expulsion. The tenant shall always use the premises in a considerate manner. Conduct deemed disorderly at the sole discretion of High Hill Ranch team members shall be grounds for immediate expulsion from the premises and conclusion of the rental period without refund or reimbursement due to loss revenue.

CITY, COUNTY, STATE, AND FEDERAL LAWS POLICY

The tenant agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. All tenants are required to have a valid sellers permit with High Hill Ranch's address listed on the permit. All tenants are required to have an El Dorado County business license before products are sold. High Hill Ranch reserves the right, in its exclusive discretion, to expel anyone who, in its judgment, is intoxicated, under the influence in any manner, participates in any act of jeopardizing rights, use permit, staff safety, customer safety and/or building content.

CLEANING & TRASH POLICY

High Hill Ranch will be in a clean condition prior to the tenant's contracted start date. The tenant is responsible for maintaining a clean and operable area throughout the duration of their contract. At the end of the tenant's contracted time, they are required to return their space(s) to the same clean condition in which it was found. No items or supplies of the tenant shall be left behind on High Hill Ranch property after the tenant's contracted time has expired. Any items or supplies of the tenant that are left behind on High Hill Ranch property after the tenant's contracted time has expired will incur a \$50 violation fee for each instance of violation due within 24 hours of email notification and subject to new regulations that are stated in the Violation Policy section of this contract.

ANIMALS POLICY

Tenant's animals are not allowed in the tenant's rental space, except for service dogs. All tenant's service dogs must be either in a crate or on a leash during artist hours of operation. Any tenant that has their animal off a leash, or not in a crate, will incur a \$50 violation fee for each instance of violation due within 24 hours of email notification and subject to new regulations that are stated in the Violation Policy section of this contract.

ARTISTS HOURS OF OPERATION

- M-F 10:00 am - 5:00 pm
- Sat, Sun 9:00 am - 6:00 pm

If a tenant's booth is up, they are required to be operational during the opening to closing hours listed above. The only exception is if the Piehouse closes early. High Hill Ranch staff will signal an early close by ringing a loud bell that can be heard throughout the ranch. Any tenant that has their booth up, and is not

operational during the opening to closing hours will incur a \$50 violation fee for each instance of violation due within 24 hours of email notification and subject to new regulations that are stated in the Violation Policy section of this contract.

ATTENDANCE REQUIREMENTS POLICY

Tenants contracts are for seven (7) days, running Saturday - Friday. Tenants are required to occupy their space on both Saturday and Sunday from open to close. Monday through Friday attendance is encouraged, but optional. If a tenant decides to close during the weekdays, they are required to remove their booth and all of their items until they return. Any tenant's booth that is left up unoccupied during operation hours will incur a \$50 violation fee for each instance of violation due within 24 hours of email notification and subject to new regulations that are stated in the Violation Policy section of this contract.

CO-OP REQUIREMENTS POLICY

Tenants are required to have someone watch their booth if they are not present. One (1) person can watch a maximum of three (3) booths. This means, one (1) person can watch only two (2) other booths besides their own. If a tenant is not present, or cannot find someone to watch their booth, they must take down their booth and set-up once they return. All violators participating will be subject to a \$50 violation fee for each instance of violation due within 24 hours of email notification and subject to new regulations that are stated in the Violation Policy section of this contract.

PARKING AND UNLOADING POLICY

High Hill Ranch has a strict parking policy. There are approximately 1200 total parking spaces on site, and they fill up several times specifically on weekends. In order to provide a safe, smooth flow of traffic for our customers, High Hill Ranch requires that all contracted tenants park in a designated parking space assigned at the beginning of their contracted time. Tenants will receive an assigned parking number when they arrive on the Ranch. Assigned parking spaces are located in the Artist Parking area alongside the orchard and behind the courtyard. In the rare occurrence that a tenant has not yet been assigned a parking space, the tenant must park behind the courtyard or down below, by the RV area.

Parking in High Hill Ranch's customer or employee parking areas is not permitted. Any tenant parking in a non-designated space will incur a \$50 violation fee for each instance of violation due within 24 hours of email notification and subject to new regulations that are stated in the Violation Policy section of this contract.

Tenant's vehicles are required to be parked in their assigned parking space by 8:00 am on Saturday and Sunday, and by 9:30 am Monday - Friday. All tenant's vehicles are required to remain in their assigned parking space for the entire day during operating hours. The only exception is during the week if a tenant's booth is down. If a tenant cannot unload their supplies before these parking deadlines, they must walk their items to their booth space from their assigned parking space. Any vehicles that change parking spaces to a non-assigned space throughout the operating hours, and any vehicles un-loading next to their booth past 8:00 am on weekends or past 9:30 am on weekdays will incur a \$50 violation fee for each instance of violation due within 24 hours of email notification and subject to new regulations that are stated in the Violation Policy section of this contract. This is a strict policy for the safety of all vehicles parking on the

ranch. This parking policy promotes a constant flow of cars in and out of the ranch in order to limit the amount of traffic from backing up on the freeway. Any violations will not be tolerated, especially when the ranch parking is at full capacity.

WEATHER & MAINTENANCE POLICY

High Hill Ranch LLC is open rain, snow or shine. There will be no refunds and no rain checks given, due to inclement weather. It is the tenant's responsibility to bring weights and shims to properly secure their booth during inclement weather. High Hill Ranch is not responsible for tenants that experience loss or damaged products, loss of sales, and loss of property due to weather or theft. High Hill Ranch is a working ranch with daily technical and maintenance issues. While not limited to the following, some of the ongoing issues may include outside obstacles, large rocks, uneven roads, slippery surfaces, cold weather, wet weather, falling tree limbs, wet grass, dust, dirt, winds, extreme heat, extreme cold, snow, old buildings, leaking roofs, bugs, flying insects, wildlife, poor internet, power outages, porta potties, unpleasant odors, fumes from old tractors and fumes from farm equipment. All tenants not comfortable with a working ranch environment should not apply to this show. High Hill Ranch Farm Festival is not a good match for tenants that are uncomfortable dealing with ranch related issues.

All complaints from tenants regarding pests, trees, rocks, mud, weather, water, light bulbs, odors and other issues will be disregarded, unless determined to be dangerous by High Hill Ranch management. High Hill Ranch is a working farm that is 70 years old. High Hill Ranch is constantly working at its discretion on upkeep around the ranch and will address issues at its discretion.

Any tenants contracted with High Hill Ranch that continuously complain, disrupt and distract in regards to ranch related issues will be subject to a \$50 violation fee for each instance of violation due within 24 hours of email notification and subject to new regulations that are stated in the Violation Policy section of this contract. High Hill Ranch does its best to maintain the property and keep a safe working environment. However, as a working ranch, there are always ongoing issues that tenants must endure.

RANCH PURCHASES POLICY

Tenants are not High Hill Ranch employees. All tenants are responsible for bringing or purchasing their own food, ice and drinks. No access to kitchen facilities will be permitted at any time. Tenants or their employees who decide to purchase food from High Hill Ranch must wait in line and are required to pay full price. There are no discounts provided to tenants. Tenants are not allowed to take ice, soda or food from High Hill Ranch without paying full price. This will be considered theft and will result in a \$50 violation fee for each instance of violation due within 24 hours of email notification and the tenant will be subject to new regulations that are stated in the Violation Policy section of this contract.

SET-UP & TAKE DOWN POLICY

Tenants are permitted to set up their booth after 5:00 pm the day before their booked date, or before 8:00 am on the day of their booked date.

Tenants are permitted to begin taking down their booth after 6:00 pm, or after the Piehouse closes, whichever comes first.

SIGN & DATE YOUR CONTRACT

By signing this contract, the tenant agrees to have fully read, acknowledged and comply with all the terms listed within this contract, for the duration of the contracted time. By signing below, the tenant takes full responsibility for any violations incurred by Co- Ops, employees or person(s) covering their booth. Tenants agree to the billing terms listed in this contract and agree to pay any violation fines within 24 hours of notice. Tenants agree to uphold and have fully understood all the terms implied in all policies of this contract. Tenants understand the terms are strictly enforced out of respect and for the safety of fellow tenants, employees and patrons of the High Hill Ranch. Any questions, clarifications or concerns are to be addressed before signing and turning in this contract.