



Kennedy Krieger Institute's Festival of Trees 2026
Vendor Application Terms & Conditions

Thank you for your interest in participating in the Kennedy Krieger Institute's Festival of Trees 2026. We appreciate your support for the children and families that Kennedy Krieger serves and look forward to a wonderful event.

As part of this application, and if selected, the vendor agrees to the following Terms and Conditions:

1. Booth space will be assigned with consideration to the vendor's location and size preferences, and priority given to vendors in order of application receipt date and past participation in the event. Kennedy Krieger will make every effort to accommodate booth space preferences, but it cannot guarantee every request will be met. If for any reason, the floor plan must be changed after space is assigned; Kennedy Krieger Institute reserves the right to relocate vendors. Vendors will be informed if such a change is necessary, and every effort will be made to minimize disruption and provide reasonable accommodation as needed.
2. Payments will be made as follows: 50% deposit due within five business days after acceptance/selection of the vendor, and the remaining balance due no later than **October 9, 2026**, or within five days of acceptance/selection, whichever is later.
 - 2a. The vendor understands that organizing the event is a complex activity for which booth space cancellations cannot be readily re-sold, particularly when the event date is close. Once an application and deposit are accepted by Kennedy Krieger Institute, no deposit will be refunded for any reason.
 - 2b. Vendors may cancel their booth rental and this agreement by written notice sent through registered or certified mail to **Kennedy Krieger Foundation – Festival of Trees, 707 North Broadway, Baltimore, MD 21205** (With a copy sent via email to FOTVendors@KennedyKrieger.org). Cancellations postmarked after **August 14, 2026**, and on or before **September 11, 2026**, will receive a 100% refund of monies paid (less deposit). Cancellations after **September 11, 2026**, and on or before **October 9, 2026**, will receive a 50% refund of monies paid (less deposit). Cancellations after **October 9, 2026**, will receive no refund of monies paid. If a vendor cancels this Agreement, priority for booth space rental for future events cannot be guaranteed. Kennedy Krieger Institute reserves the right to refund full payments at our discretion.
 - 2c. Vendors who cancel within thirty (30) days of the event start date must pay the full balance for the booth rental.

3. All products to be sold are included in this application under “**Vendor Product**”. This list should accurately reflect what will be seen in the vendor’s booth. Items not listed on the application will not be permitted. Revisions to the list may be considered on a case-by-case basis, subject to time and other resource limitations.
4. If the vendor fails to occupy the booth space assigned by the end of the scheduled set-up time or fails to comply with any other term of this Agreement, Kennedy Krieger Institute may use such booth space in any manner, including for another vendor. The vendor will receive no refund of the monies paid.
5. Kennedy Krieger Institute will not be liable for refunds or any other liabilities whatsoever for the failure to fulfill this contract due to its inability to perform its obligations by reason of fire, earthquake, flood, hurricane, tornado, substantial snowstorm, emergency closing, epidemic, pandemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive administrative or judicial order or any cause beyond Kennedy Krieger Institute’s control.
6. Security personnel will be on duty during set-up and event hours, and they will be on the grounds of the Fairgrounds 24 hours a day from move-in to move-out. Vendors are responsible for their well-being and will carry all necessary insurance while shipping, setting up, tearing down, and exhibiting at the event. Vendors are advised to ensure that their regular company insurance includes all necessary conditions, which may include extra-territorial coverage, theft, public liability, and property damage insurance. Neither Kennedy Krieger, its officers, directors, employees, agents, nor others operating on their behalf (Released Parties) will be responsible for injury, loss, or damage that may occur to the vendor or the vendor’s employees, representatives, or agents, or property from any cause whatsoever prior, during or after the event. The vendor expressly releases the Released Parties from, and agrees to indemnify same for, all claims for such loss, damages, or injury.
7. The vendor shall be solely responsible for the collection of sales tax for any goods sold during the event and for compliance with any local, state, or federal laws and regulations in connection with the vendor’s activities at the event.
8. Certain vendors (as identified by Festival of Trees Staff) who sell food & beverages with the intention of it being consumed onsite must submit a fee equal to 10% of their sales to the Maryland State Fair & Agricultural Society at the close of the show. Information of where & how the payment can be made will be provided onsite during the event.
9. Vendors and their representatives’ images, voices, and names may be recorded as part of the event. By participating in the event, vendors, for themselves and their representatives, release any claim they might have in law or equity against the released parties and authorize Kennedy Krieger Institute to use the materials in connection with advertising, publicity, exhibitions, or, without limitation, any other legally permitted purpose.
10. Kennedy Krieger Institute may refuse to allow the sale or display of any item that is deemed inappropriate for the event. Items include, but are not limited to, vendor products, booth displays, and vendor attire. Items involving violence, profanity, controversial or morbid messages, political commentary, and anything else deemed inappropriate by management should be removed from event premises. Vendors shall not sell wreaths, Christmas trees, or gingerbread houses/kits.
11. Vendor may not use the name, logo, or likeness of Kennedy Krieger Institute or the Festival of Trees in any merchandise, signage, marketing materials, or promotions without the prior written consent of the Event Organizer.

12. Vendor and all owners, employees, agents, and representatives associated with Vendor shall conduct themselves in a courteous, professional, and respectful manner at all times when interacting with event staff, volunteers, attendees, and other vendors. Vendor shall be responsible for the behavior of all individuals working in or associated with its booth. Abusive, aggressive, or disruptive conduct—including yelling, harassment, or intimidation—by Vendor or its staff will not be tolerated. Any person asked to cease inappropriate behavior must comply immediately. The Event Organizer reserves the right to remove any Vendor or its staff from the event for violation of this provision, without refund, and may prohibit participation in future events.

13. The event hours for the 2026 Festival of Trees have not been finalized. Management reserves the right to extend hours later in the evening on **Saturday, November 28, 2026**, and requires vendors to be open as needed.

14. Vendors will comply with the Terms and Conditions outlined here and policies in the Vendor Event Manual, which will be distributed approximately one month in advance of the event start date and may be amended from time to time at Kennedy Krieger Institute's sole discretion.

15. This Agreement is non-transferable.

By agreeing to these terms and conditions, the applicant for the vendor represents that they have the authority to act as a legal representative of the vendor, acknowledge that they have read, understand, and agree to the conditions above.