



## Vendor Terms and Conditions – [www.GenuineAdirondack.com](http://www.GenuineAdirondack.com)

### I. INTRODUCTION

Genuine Adirondack is much more than a promotional term, it is an ideal, a principle that embodies the work ethic of the craftspeople, artists, historians, service providers and event organizers throughout New York's Adirondack Region. For the sake of clarity, they are collectively known as "Vendors".

This website's primary purpose is to promote its Vendors and by doing so to promote the region. In furtherance of this it is important that this website's consumers and visitors know that the content they view here is content they can trust to be representative of what it purports to be - "genuine" Adirondack - and that all content posted by Genuine Adirondack Vendors are consistent with these Vendor Terms as they are set forth below.

In order to provide content that is consistent with these ideals we require that all Vendors adhere to the truth in marketing standards as set forth in these Terms. These Terms are designed to fairly enforce truth in marketing from Vendors, to protect Vendors from unfair competition within this website and to thereby provide consumers and visitors with reasonable assurances that the "Genuine Adirondack" standards and regulations are consistently reviewed and enforced, giving our Vendor, consumer and visitor community quality content they can trust.

Remember, "Genuine Adirondack" is **not** limited to any style or genre in particular. "Genuine Adirondack" is only limited in the respect as to where products are manufactured and produced as well as, in some cases, where the material comprising the products is sourced from, where services are provided, where a business is located and where events are held.

*We encourage all Vendors, of whatever nature or type, to express their creative works in whatever form they find best for them and we hope that this website will help them find a market for their expressions, share the region's many wonders and experiences and help make our "Genuine Adirondack" community something unique and special.*

Further, while we would like to get all businesses in the Region on board the reality is that this website is not for everyone. There are many quality retail stores, artists, service providers and other entities that do not meet our definition of "Genuine Adirondack", which is why you are being asked to read these Terms before you apply to become a Vendor. Once you apply you will be contacted either via e-mail or telephone about the verification of your application within just a few days. We take our time to personally contact every vendor so please be patient.

In some cases we will request a visit with the Vendor so that we can personally meet and review the products and services they seek to offer within this website. These Terms are important. In order to protect our interests and those of our Vendors, consumers and visitors, a Vendor's failure to adhere to these Terms will result in the removal of the Vendor's product(s), services, business listing and/or events

that do not meet these Terms. Repeated failure of a Vendor to adhere to these Terms will result in the permanent removal of the Vendor from the website.

**It's not only important that you read, understand and agree to the following Terms before submitting your Prospective Vendor Application – we require it to ensure that everyone is on the same page. If you have a question, then please ask and we'll be glad to clear things up for you.**

OK, now for all the legal stuff.

## **II. DEFINITIONS**

A. "**Website**" means this website, GenuineAdirondack.com. This website is owned and operated by Genuine Adirondack, Inc.

B. "**Adirondack Region**" means all New York State counties that have land contained within the New York State Adirondack Park which include, and are open to all Vendors within, the counties of Clinton, Essex, Franklin, Fulton, Hamilton, Herkimer, Lewis, Oneida, St. Lawrence, Saratoga, Warren and Washington.

C. "**Vendor**" means any individual, business or organization whose principle ownership, (e.g. a franchisee), place of business and/or production of goods and/or providing of services is located within the Adirondack Region and who posts products, offers services, maintains a business listing or promotes events within this website.

### **D. A "Genuine Adirondack"**

1. "**Product**" means a good, including but not limited to literature, art and music, distributed commercially that is tangible or downloadable and a result of a fabrication or production process produced by a Vendor including all listings for products, services, businesses and/or events within the website.

(a) A "Genuine Adirondack" Product includes (but is not limited to);

(i) Art, including furniture and furnishings, created by a Vendor in any style or medium. Should the art consist of an assemblage of materials which comprise the art work then it is preferred that such materials be wholly sourced from the Adirondack Region. In order to be considered a Genuine Adirondack product, the product must be created, produced and assembled within the Adirondack Region subject to these Terms and their exceptions. However, where this is neither possible or practical, a mix of materials from within and without the Adirondack region is permitted so long as more than half (51%) of the materials are sourced from the Adirondack Region.

**(b) Exceptions**

(i) Materials used in the furtherance of the production of the art such as tools, finishes such as paints, stains and varnishes, brushes, photographic equipment, pens, paper, lenses and electronic equipment and materials which, after the exercise of due diligence by a Vendor cannot be found to be manufactured within the Adirondack Region but, within such a case, such materials, including fabrics, knobs, handles, ribbons, patches, bows and other such accouterments should be manufactured within the United States of America when possible;

(ii) Exceptions also include the materials used in the furtherance of the production of the art such as precious metals and gem stones and other materials not native to the Adirondack Region. In such case the assembly of such products must completely (100%) occur within the Adirondack Region by the Vendor. For example, a Vendor who creates jewelry with precious metals and gems acquired from other areas of the world will have a "Genuine Adirondack" product if the assembly of the precious metals and gems into a piece of jewelry is completed within the Adirondack Region.

(iii) Craft work and hand craft made by a Vendor, that is, an object created with the help of only such devices as to allow the manual skill of the maker to condition the shape and design of each individual product;

(iv) Music composed and/or performed by a Vendor whether or not that music was initially conceived and/or performed in the Adirondack Region. A musician need only reside or have their primary place of business within the Adirondack Region;

(v) A Photograph taken by a Vendor.

(vi) A Product provided by a Vendor from a business which engages in the retail sale of products of which some cannot be defined as "Genuine Adirondack" but who only posts product within this website that do meet the standards as defined by these Terms.

(vii) Genuine Adirondack promotional products that are designed by a Vendor but for which there exists no manufacturing facilities within the Adirondack Region for the production of such products. All Genuine Adirondack promotional products that are produced by a Vendor must have prior written approval from Genuine Adirondack for their production and/or sale and remit an appropriate licensing fee.

**(c) Non-Qualifying Products.** A product is not "Genuine Adirondack" if it meets any of the following conditions:

(i) A product in the style of an art or craft made by non-Vendor labor;

(ii) A product in the style of an art or craft product that is designed by a Vendor but produced by labor outside of the Adirondack Region where such labor is reasonably available within the Adirondack Region;

(iii) An art or craft product that is assembled from a kit;

(iv) A product in the style of an art or craft product originating from a commercial product, without substantial transformation provided by a Vendor's artistic or craft work labor;

(v) Industrial products, which for this purpose are defined as goods that have an exclusively functional purpose, do not serve as a traditional artistic medium, and that do not lend themselves to a Vendor's embellishment, such as appliances and vehicles. An industrial product may not become a Genuine Adirondack product unless a Vendor provides more than half (51%) of the manufacturing process for such product;

(vi) Products, arts or crafts that are produced on an assembly line or related production line process using multiple workers for which the majority are not directly working for a Vendor at the Vendor's primary place of business within the Adirondack Region. For example, if twenty people make up the labor to create the product(s), and 11 people are not working on that product at the Vendor's production location, the product is not a "Genuine Adirondack" product;

2. "**Service**" means any duty or labor performed for another individual, business and/or organization within the Adirondack Region by a Vendor;

3. "**Event**" means a one-time or periodic, free or ticketed, cultural, charitable or cause-related, and conducted for the purpose of attracting revenue, support, awareness, and/or for entertainment purposes, and created for the general public whose event location is within the Adirondack Region and which is posted on this website by a Vendor.

E. "**Content**" means all information or data of any kind that a Vendor posts within the website. Examples include words, phrases, images, dates and times, music and/or sound, photographs and/or graphics, video and all other materials.

F. "**Advertisement**" means Content that a Vendor uploads to this website for the purpose of the promotion or sale of any product, service and/or event.

G. "**Truth in Advertising Rules**" means;

- 1) Advertising must be truthful and non-deceptive;
- 2) Advertisers must have evidence to back up their claims; and
- 3) Advertisements cannot be unfair.

H. **"Deceptive Advertising"** means an advertisement and/or offer for a product, service and/or event that contains a statement - or omits information - that:

- 1) Is likely to mislead consumers acting reasonably under the circumstances; and
- 2) Is "material" - that it is important to a consumer's decision to buy or use the product.

I. **"Unfair Advertising"** is an advertisement and/or business practice that:

- 1) Causes or is likely to cause substantial consumer injury, including financial loss, which a consumer could not reasonably avoid; and
- 2) is not outweighed by the benefit to consumers.

J. **"Federal Trade Commission Act"** means Title 15 of the United States Code, Section 41, and all subsections thereof. Our definitions of "Truth in Advertising Rules", "Deceptive Advertising" and "Unfair Advertising" are derived directly from the Federal Trade Commission Act.

K. **"Federal Trade Commission Advertising FAQ's: A Guide for Small Business"** means the document located at the following URL: <https://www.ftc.gov/tips-advice/business-center/guidance/advertising-faqs-guide-small-business>.

1) In order to provide fair and uniform rules for all Vendors, this website uses the same standards as the Federal Trade Commission, as set forth within its Federal Trade Commission Advertising FAQ's: A Guide for Small Business, as set forth above, in determining if an advertisement is deceptive or unfair.

### **III. TERMS**

A. **Acceptance of Terms of Use and Amendments.** Each time you use or cause access to this website by listing, uploading, providing and/or submitting your product(s), business listing(s), service(s) and/or event(s), you agree to be bound by these Terms, and as amended from time to time with or without notice to you. In addition, if you are using a particular service on or through this website, you will be subject to any rules or guidelines applicable to those services and they shall be incorporated by reference into these Terms. Please see our [Privacy Policy](#), which is incorporated into these Terms by reference.

B. **Our Service.** Our website and services provided to you on and through our website is on an "AS IS" basis. You agree that the owners of this website exclusively reserve the right and may, at any time and without notice and any liability to you, modify or discontinue this web site and its services or delete the data you provide, whether temporarily or permanently. We shall have no responsibility or liability for the timeliness, deletion, failure to store, inaccuracy, or improper delivery of any data or information.

**C. Your Responsibilities and Registration Obligations.** In order to use this website, you must register on our site, agree to provide truthful information when requested, and be at least eighteen (18) years of age or older. Minors under age 13 are not permitted to use this website. Minors age 13 and over may use the site, but they must have a parent or legal guardian manage their Genuine Adirondack account. When registering, you explicitly agree to these Terms as may be modified by us from time to time and available on this website.

**D. Privacy Policy.** Registration data and other personally identifiable information that we may collect is subject to the terms of our [Privacy Policy](#).

**E. Registration and Password.** You are responsible for maintaining the confidentiality of your password and shall be responsible for all uses via your registration and/or login, whether authorized or unauthorized by you. You agree to immediately notify us through the use of our [contact us form](#) of any unauthorized use of your registration, user account or password.

**F. Your Conduct.** You agree that all information or data of any kind, whether text, software, code, music or sound, photographs or graphics, video or other materials ("Content"), publicly or privately provided, shall be the sole responsibility of the person providing the Content or the person whose user account is used. You agree that our website may expose you to Content that some may find to be objectionable or offensive.

**G. Website Content.** We shall not be responsible to you in any way for the Content that appears on this website nor for any error or omission.

You explicitly agree, in using this website or any service provided, that you shall not:

1) Provide any Content or perform any conduct that may be unlawful, illegal, threatening, harmful, abusive, harassing, stalking, tortious, defamatory, libelous, vulgar, obscene, pornographic, designed to or does interfere or interrupt this website or any service provided, infected with a virus or other destructive or deleterious programming routine, give rise to civil or criminal liability, or which may violate any applicable local, national or international law;

2) Impersonate or misrepresent your association with any person or entity, or forge or otherwise seek to conceal or misrepresent the origin of any Content provided by you;

3) Collect or harvest any data about other Users;

4) Provide or use this website and any Content or service in any commercial manner or in any manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising;

5) Provide any Content that may give rise to our civil or criminal liability or which may constitute or be considered a violation of any local, national or international law, including but not limited to laws relating to copyright, trademark, patent, or trade secrets;

6) Provide any Content that violates the Truth in Advertising Rules as contained herein that constitutes deceptive advertising and/or unfair advertising;

7) Provide any Content that offers a product, service and/or event that does not meet with this website's definition of "Genuine Adirondack" as defined above;

8) Provide any Content that violates the Federal Trade Commission Act.

**H. Submission of Content to this Web Site.** By providing any Content to our website:

1) You agree to grant to us a worldwide, royalty-free, perpetual, non-exclusive right and license (including any moral rights or other necessary rights) to use, display, reproduce, modify, adapt, publish, distribute, perform, promote, archive, translate, and to create derivative works and compilations, in whole or in part, for the purposes of displaying such Content on this website, promoting this website and such other websites which are or will be affiliated with this website for cross-promotional purposes. Such license will apply with respect to any form, media, technology known or later developed;

2) You warrant and represent that you have all legal, moral, and other rights that may be necessary to grant us with the license set forth in this Section;

3) You acknowledge and agree that we shall have the right (but not obligation), in our sole discretion, to refuse to publish or to remove or block access to any Content you provide at any time, with or without notice, for a violation of these Terms and Conditions;

4) You agree that should any Content you post to this website violate these Terms and Conditions that we may file legal action against you to recover any and all damages, including but not limited to damages related to the reputation of this website, and that you shall assume all fees and costs, including attorney's fees, related to the prosecution and defense of such legal action in addition to any damages awarded and/or settled in such legal action;

5) You state and agree that you have read the Federal Trade Commission Advertising FAQ's: A Guide for Small Business and that you agree to abide by the laws and regulations promulgated under the Federal Trade Commission Act.

6) In order for the Genuine Adirondack Community and website to maintain competitive parity with other sales venues, on the Internet, within brick-and-mortar settings or otherwise, you agree that you will not offer for sale those products and/or services that you offer for sale within the website at retail prices that are lower than you have listed for such products and/or services within the website.

**I. Third Party Services.** Goods and services of third parties may be advertised and/or made available on or through this website. Representations made regarding products and services provided by third parties are governed by the policies and representations made by these third parties. We shall not be liable for or responsible in any manner for any of your dealings or interaction with third parties.

J. **Indemnification.** You agree to indemnify and hold us harmless, our subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from any claim or demand, including reasonable attorney's fees, that may be made by any third party, that is due to or arising out of your conduct or connection with this website or service, your provision of Content, your violation of these Terms or any other violation of the rights of another person or party.

K. **Disclaimer of Warranties.** You understand and agree that your use of this website and any services or content provided (the "service") is made available and provided to you at your own risk. It is provided to you "as is" and we expressly disclaim all warranties of any kind, implied or express, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement.

WE MAKE NO WARRANTY, IMPLIED OR EXPRESS, THAT ANY PART OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, TIMELY, SECURE, ACCURATE, RELIABLE, OF ANY QUALITY, NOR THAT ANY CONTENT IS SAFE IN ANY MANNER FOR DOWNLOAD. YOU UNDERSTAND AND AGREE THAT NEITHER US NOR ANY PARTICIPANT IN THE SERVICE PROVIDES PROFESSIONAL ADVICE OF ANY KIND AND THAT USE OF SUCH ADVICE OR ANY OTHER INFORMATION IS SOLELY AT YOUR OWN RISK AND WITHOUT OUR LIABILITY OF ANY KIND.

L. **Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM OR ARISING OUT OF (I) THE USE OF OR THE INABILITY TO USE THE SERVICE, (II) THE COST TO OBTAIN SUBSTITUTE GOODS AND/OR SERVICES RESULTING FROM ANY TRANSACTION ENTERED INTO ON THROUGH THE SERVICE, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA TRANSMISSIONS, (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, OR (V) ANY OTHER MATTER RELATING TO THE SERVICE.

M. **Reservation of Rights.** We reserve all of our rights, including but not limited to any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that we may have in our website, its content, and the goods and services that may be provided. The use of our rights and property requires our prior written consent. We are not providing you with any implied or express licenses or rights by making services available to you and you will have no rights to make any commercial uses of our website or service without our prior written consent.

N. **Notification of Copyright Infringement.** If you believe that your property has been used in any way that would be considered copyright infringement or a violation of your intellectual property rights, please [contact us](#) immediately.

O. **Applicable Law.** You agree that these Terms and any dispute arising out of your use of this website or our products or services shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions. By registering or using this website and service

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you consent and submit to the exclusive jurisdiction and venue of the county or city where the headquarters of the owner of this web site is located which is Washington County, State of New York.

**P. Payments to Vendors and Refunds to Purchasers.** Vendors are paid from purchasers directly into their verified or business PayPal accounts. Genuine Adirondack does not gather any payment information from purchasers as all payment information is entered within the secure PayPal website. As such, Vendors are responsible for all refunds, returns, exchanges, charge backs, shipping and any and all other interactions with purchasers.

**Q. Taxes.** As Genuine Adirondack does not collect payments on behalf of Vendors, Vendors are responsible for ensuring that they keep accurate records of all sales and pay taxes accordingly.

**R. Miscellaneous.**

1) In the event that these Terms of Use conflict with any law under which any provision may be held invalid by a court with jurisdiction over the parties, such provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law, and the remainder of these Terms will remain valid and intact;

2) The failure of either party to assert any right under these Terms shall not be considered a waiver of any that party's right and that right will remain in full force and effect;

3) You agree that without regard to any statute or contrary law that any claim or cause arising out of this website or its services must be filed within one (1) year after such claim or cause arose or the claim shall be forever barred;

4) We may assign our rights and obligations under these Terms and we shall be relieved of any further obligation.

5) These Terms will be modified from time-to-time with or without notice to you of any changes. We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms, at any time. It is your responsibility to check these Terms periodically for changes.

Thank you for taking the time to read these Vendor Terms and Conditions and we hope to add your products, services and/or events to the Genuine Adirondack community.

**Revised: April 8, 2018**