Liability Release Agreement

Saturday, June 29, 2013 from 10:00 AM to 4:00 PM Bridgehampton Historical Society Grounds Main St. 2368 Montauk Hwy, Bridgehampton, NY

PETFEST is a community benefit organization incorporated under the laws of the State of Florida. In this Agreement, "PETFEST" means the organization, its trustees, directors, officers, employees, volunteers, team leaders, and agents. "You" and "your" refers to the person, business or organization signing this Agreement. By signing below, the applicant states that he/she has read and agrees to the Terms and Conditions. Additionally, both parties agree to the following:

USE OF SPACE:

Liability: PETFEST grants Vendor, the rights to sell, distribute or display and Vendor agrees to sell, distribute or display, at the festival site, only the items listed and described on attached Vendor Application. Vendor agrees to stock sufficient inventory, supplies or commodities to adequately service the anticipated attendees at the event. No exclusive rights for the sale of any item will be granted to vendors. PETFEST cannot be held liable if competitive Exhibitors are adjacent to or opposite each other but will do its best to allocate space on a basis fair to all Exhibitors.

Space: PETFEST will provide space at the event location. This space as designated by PETFEST, will be approximately 8' by 30'' for an exhibit table and 10' x 10' square for booth space for the exclusive use of the Vendor. Upon taking possession of the vending space, the Vendor shall constitute acknowledgment that such space is in good condition. No roaming vendors. Sales and activities are limited to assigned booth space. Vendor shall accept concession space in its present condition, and PETFEST shall not be required to make any alterations thereto. Vendor shall keep the booth area in a clean and sanitary condition at all times. Vendor shall be responsible for removing any and all trash from their booth and surrounding area, and disposing it in the designated trash container provided on site. Vendor is responsible for providing the entire contents, decoration, costumes and fixtures needed to complete their booth; including but not limited to: tables, chairs, canopy tent, display racks, etc. Vendor booths must be self- contained. Electricity will not be available. Please provide your own "whisper quiet" generators. (Only "whisper quiet" generators will be allowed and this rule will be strictly enforced.) Be prepared if there is inclement weather as there is limited space to move booths to in case of rain.

Restrictions: All Exhibits and personnel must remain within the confines of their own spaces and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view, or affect the display of other Exhibitors. No interference with the light or space of another Exhibitor will be permitted. No Exhibitor may solicit business from customers who are in another Exhibitor's booth. Anyone violating the above will be asked to leave the area and no refund will be given. Vendor may not assign any right, privilege or license conferred by this agreement without first obtaining the consent of PETFEST. Space contracted for is to be used solely for Exhibitor whose name appears on the contract; Exhibitor will not sublet nor share any portion of said space without the written consent of PETFEST. All booths must be family friendly. No booth space will be granted to those wishing to express religious, moral or political opinions. Display of information of that nature will result in expulsion from the event without recourse or refund.

Logistics: Booths must be set up between 7:00 am and 9:30 am on Saturday, June 29, 2013. All vehicles must be removed from the event area by 9:00 am. No vendor shall be permitted to tear down before 4:15 pm. Vehicles may not re-enter the event area until 4:30 pm. Spaces not occupied by 10:00 am are no longer guaranteed and become the property of PETFEST and No refunds will be made. No booths will be allowed to close early without prior permission from PETFEST.

Tear Down: Participants are responsible for dismantling their booths and cleaning space before leaving. All fees are non-refundable: Inclement weather will not be grounds for refund. No participant will be allowed to set up without a signed and dated application and liability release. Applications and space assignments will be accepted on a first come first served basis.

RULES FOR EXHIBITORS:

Licenses: Vendors are responsible for paying all applicable sales tax and obtaining local resale permits. Exhibitor is solely responsible for obtaining and complying with any and all City, Municipal, State or Federal ordinances, regulations, codes, licenses, inspections or permits. Including but not limited to fire prevention, business licenses, sales permits and public safety. All permits shall be obtained by the Exhibitor at their own expense prior to the opening of the event. Any violation charges will be the Exhibitor's responsibility. For any questions regarding a seller's permit, call the town of Southampton.

Food Vendors: Food vendors are responsible for obtaining vendor health permits. Food vendors must have a certified fire extinguisher within their booth space. All Southampton municipal requirements must be met. Vendors without proper permits will not be allowed to set up. No alcohol (including beer and wine) may be served. To obtain a Health Permit, contact the Monterey County Health & Human Services Agency.

Right of Management: PETFEST requires that all vendors agree to follow all applicable rules, policies and guidelines of PETFEST and the laws of the county, city and community. If you do not follow all rules, laws, policies and guidelines, the PETFEST team leader has the authority to ask you to leave. If in the judgment of PETFEST board members, the manner of the operation of the booth or the quality of the merchandise or services does not meet the requirement of this agreement, or if the vendor is in default of any other term of this agreement, PETFEST may terminate this agreement in part or in its entirety. PETFEST shall retain the right to grant reasonable extensions of time to Vendor for any purpose or for the performance of any obligation of the Vendor.

PHOTOGRAPHY/RECORDING: Exhibitor grants PETFEST the right to take photos or film images of premises including Exhibitor booths and personnel. The images may be used by PETFEST to promote the event and copyright of said images shall belong to PETFEST.

SECURITY: PETFEST will do its best to ensure the safety of your exhibit and properties. However, PETFEST, the town of Southampton, the Bridgehampton Historical Society, volunteers, participating rescue organizations, other exhibitors, sponsors, and any of the aforementioned employees, and their insurance companies are not financially liable for any damage or loss of Exhibitors' properties and exhibit materials. We recommend that all Exhibitors contact your insurance agents to confirm proper coverage of exhibit materials. The Exhibitor, at their own expense, may arrange for any additional security. Participants are responsible for the security of their goods. PETFEST and event organizers accept no responsibility for stolen or damaged property, accidents or injury. It is recommended that vendors and organizations have a general liability insurance policy with a certificate of onsite coverage.

CANCELLATION/DEADLINES: You will be notified within 3 days of receipt of your vendor application if you have been accepted or denied a space at the event. It is recommended that applicants secure their booth spaces with full payment as soon as possible. If your space is not reserved by March 15, 2013, your inclusion in Event promotions will be limited. Make the most of your participation and get your space reserved NOW! Vendor may terminate this agreement at any time with the understanding that fees paid to PETFEST will be forfeited without the availability of a whole or partial refund at the discretion of PETFEST. Any requests for booth changes must be submitted, in writing, and received by PETFEST no later than April 15, 2013.

LIABILITY/RELEASE: Vendor agrees to indemnify and hold PETFEST, the town of Southampton, the Bridgehampton Historical Society, volunteers, participating rescue organizations, other exhibitors, sponsors, and any of the aforementioned employees, harmless from any claims or causes of action arising out of or in any way connected with the activities of the Vendor, or sales by the Vendor to the attendees of its products at the event. In the event exhibition is not held, PETFEST shall not be liable for any damages or expenses incurred by Exhibitors if the show is delayed, interrupted or not held as scheduled due to reasons beyond PETFEST's control. The contract contains all the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise regarding the subject matter of the contract, shall be deemed to exist or to bind any of the parties hereto. Neither PETFEST, the town of Southampton, the Bridgehampton Historical Society, volunteers, participating rescue organizations, other exhibitors, sponsors, and any of the aforementioned employees, are responsible for any injury, loss or damage that may occur to the Exhibitor or the Exhibitor's employees or property from and cause whatsoever. The Exhibitor, on signing the contract, expressly releases the aforementioned from any and all claims for such loss, damage or injury. New York law applies to the performance of this Agreement. If any provision of this Agreement is unenforceable or too broad to be enforced to its full extent, then that provision and the remaining provisions will be enforced to the maximum extent permitted by law.

Business or Organization Name: _____

RELEASE:

I/We, _____ release PetFest, the town of Southampton, the Bridgehampton Historical Society, participating rescue organizations, other exhibitors, sponsors, and any of the aforementioned employees, co-sponsors, clubs, organizations, or individuals involved in PETFEST from any liability, product or personal, for the duration of the event. I have enclosed my non-refundable booth fee, in full. I have read the rules and I agree to abide by them. I understand that failure to comply with the rules set forth by PETFEST may result in termination of this contract without recourse by the participant, and PETFEST shall not be liable to anyone for this action. Vendor/exhibitor shall indemnify, defend and hold PETFEST, the town of Southampton, the Bridgehampton Historical Society, participating rescue organizations, other exhibitors, sponsors, and any of the aforementioned employees, co-sponsors, clubs, organizations, or individuals harmless against any and all claims for liability of any nature against PETFEST, their board and members arising out of your acts.

Signature _____ Date _____
QUESTIONS? Contact us at: 631-237-1365 email us: info@PetFestFun.com