

2011 Grant Park Summer Shade Festival Exhibitor/Vendor Agreement

The following signed agreement, accompanied by one or more check/s in full payment of all booth rental fees, must be received by [established deadlines] in order to be accepted by the Grant Park Summer Shade Festival Committee (the "Committee"), unless otherwise negotiated. Mail your signed Agreement, application, [photographs] and check(s) to:

Grant Park Summer Shade Festival
c/o Grant Park Conservancy
PO Box 89189
Atlanta, Georgia 30312

1. Authority and Compliance. The undersigned exhibitor/vendor ("Participant") represents to the Committee and Grant Park Conservancy (collectively, the "Organizers") that he/she is fully authorized to sign for and bin the Participant regarding this agreement ("Agreement") and Participant's participation in the 2011 Summer Shade Festival (the "Festival").

2. Compliance with Laws, Rules & Regulations. Participant shall comply with all municipal, state, and federal laws and regulations in connection with its participation in the Festival, including Georgia laws regarding the collection of sales tax and the sale of food and alcoholic beverages. Participant agrees that its participation, and all persons associated with Participant, shall comply with all rules, policies and procedures prescribed by the Organizers, as they deem necessary for the efficient, safe, and tasteful (i.e., non-offensive) conduct of the Festival and any related activities.

3. Promotion and Sale of Merchandise. Participant agrees to exhibit and/or sell only those items listed on Participant's application and which have been approved by the Committee. Participant understands that the Committee may require the removal or discontinuance of the sale of any items that the Committee determines, in its sole and absolute discretion, are not in compliance with content, style, quality or spirit of the Festival or the items depicted in Participant's application, which are otherwise not in compliance with the Festival rules or

policies, or which are unlawful, politically oriented, or otherwise inconsistent with the standards, quality or purposes of the Festival. Participant agrees that in any dispute over Festival policies, procedures or decisions, the Committee's final determination shall govern and shall be final and conclusive, and Participant shall accept the same whatever the outcome.

4. Indemnification. Participant hereby indemnifies and hold harmless the Festival, the Committee and the Organizers, and their respective volunteers, sponsors, employees, contractors, subcontractors, officers and directors (collectively, the "Indemnified Parties"), and each of them, from and against any liability, claim, damages, loss, or expense (including attorney's fees) incurred or suffered by any Indemnified Person that is caused by or arises from (a) any claims, injury, death, damage to any person (including spectators) or his or her property (including persons or property of Participant's officers, agents or employees or any Person associated with Participant) received, done or occurring in, on or about any portion of the premises on which the Festival is located or arising out of Participant's participation in the Festival; (b) any negligent act or omission by Participant, any person associated with Participant or Participant's participation in the Festival and all employees, subcontractors and suppliers of Participant; or (c) any breach of Participant's representations, warranties, or obligations herein. Not in limitation of the foregoing, Participant shall at all times be responsible for securing Participant's property against theft, vandalism, loss and destruction (including during the period between the Participant's setup and the beginning of the Festival and overnight between the days of the Festival)

5. Waiver and Release of Liability. (a) Participant acknowledges and agrees that the Organizers, in their sole discretion, may delay or cancel the Festival if they believe the conditions on the date of the Festival are unsafe. In the event that the Organizers are unable to provide a booth, area or space on the date and time when the engagement herein contracted for is scheduled and/or the Festival is delayed or cancelled for any

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reason, including but not limited to acts of God, fire, flood, weather, biohazard or other risks to health, quarantine, government restrictions or regulations, acts of violence or terrorism, insurrection, war, public disaster or any other causes beyond the control of the Organizers, neither the Festival nor the Organizers shall be held responsible and there shall be no refund of any fees paid or costs incurred in connection with the Festival. (b) Participant acknowledges and understands that there are unavoidable risks in participating in the Festival that are beyond the control of the Organizers. Participant hereby waives and releases any and all claims against the Festival, the Committee and the Organizers, and their respective volunteers, sponsors, employees, contractors, subcontractors, officers and directors, and each of them, arising out of and relating to Participant's participation in the Festival, including but not limited to, claims for any liability, injury, loss, damage, accident, delay or expense (including attorneys fees) resulting from the negligence of Organizers and/or the Organizers' officers, employees, board members, volunteers, agents, attorneys, contractors, heirs, assigns, and/or other representatives, acts of God, fire, flood, weather, biohazard or other risks to health, quarantine, government restrictions or regulations, acts of violence or terrorism, insurrection, war, public disaster or any other causes beyond the control of the Organizers.

6. No representations or warranties. Participant acknowledges and understands that neither the Committee, the Organizers nor any representative of either of them has made any guarantees, representations, or warranties regarding product sales, attendance, exclusive privileges or Participant's success, profits or revenues from the Festival. No oral representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this Agreement. This Agreement, any rules and regulations promulgated by the Committee, and any application submitted in connection herewith contains all the terms and conditions agreed upon by the parties hereto. This Agreement may not be

amended except in a writing signed by both parties hereto.

7. Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

8. Location. The Organizers reserve the right to place Participant in booth locations at the complete discretion of the Organizers. Participant will have its assigned areas cleaned, all merchandise removed from its area and its area returned to the state it was when Participant arrived no later than 10:30 P.M. on August 28, 2011. Participant shall have no rights to assign or sublease its rights under this Agreement, or any space, booth or area provided to Participant, without the prior written consent of the Organizers. Participant shall have the right to display, sell and conduct its activities only within its assigned space or booth.

9. Right of Termination. If Participant violates any material term of this Agreement, the Committee shall have the right to terminate this Agreement, immediately close Participant's space or booth, and retain all prior payments by Participant.

Participant Name (print):

Business Name (print):

Signature:

Date: _____

For office use only

Date Received: _____

Check Number: _____

Amount: _____