

WQXA 105.7 the X / Keystone Partnership
Presents

The People's Flea and Festival
To benefit: Susquehanna Service Dogs (SSD)
1078 Gravel Hill Road, Grantville, PA
Saturday, April 22, 2017 (rain date May 6)

BOOTH/VENDOR RESERVATION AGREEMENT

We the undersigned company ("Exhibitor"), having read and agreed to the terms and conditions of exhibition, including those set forth on the next page of this Agreement, wish to reserve and contract with Keystone Partnership for exhibit space (the "Booth") for the People's Flea Market on Saturday, April 22, to be held at Capital Blue Cross, 2500 Elmerton Avenue, Harrisburg (the "Venue") (the entire event hereinafter referred to as the "Event").

COMPANY OR ORGANIZATION NAME

EXHIBIT NAME (IF DIFFERENT)

STREET ADDRESS

TELEPHONE / FAX / EMAIL

CITY, STATE ZIPCODE

NAME/TITLE OF BOOTH PURCHASER

NUMBER OF BOOTHS REQUESTED _____ (All Booths are outdoors)

BOOTH PRICE PER BOOTH \$ _____

BOOTH COSTS INCLUDES: Only a "spot on the ground the size of a parking space per spot will be provided. Spots are 20' by 10' Space renters must supply tables, chairs, protection from the sun/rain, electricity if needed etc.

TO VALIDATE THE RESERVATION:

1. All Exhibitor space reservations require a payment before the event with this signed Agreement. Checks should be payable to: **Susquehanna Service Dogs**.
2. All Booth assignments will be made solely by **Susquehanna Service Dogs (SSD)**, **ABSOLUTELY NO BOOTH LOCATIONS ARE GUARANTEED**.
3. Products/Services to Be Exhibited: Exhibitor agrees that there will be no change in product or service as described as follows, without written permission from **Keystone Partnership**: All signed Agreements must be received by **start of event at time of participation, April 22, 2017**. All agreements and contracts are non-cancelable by Exhibitor and no refunds of payment will be made.

EXHIBITOR APPROVAL DATE _____ **Keystone Partnership APPROVAL DATE** _____

Name: _____ Title: _____ Name: _____ Title: _____

Keystone Partnership

Copy of Contract Sent _____ Booth # (s) Assigned _____

Payment received _____ Check cashed _____ Date _____ By _____

BASIC TERMS AND CONDITIONS

1. **CONTRACT** - This application, properly executed by Exhibitor shall upon written acceptance and notification of Booth(s) assigned by Keystone Partnership constitute a valid and binding contract. Keystone Partnership has sole discretion to reject any application for any reason whatsoever.
2. **SPACE ASSIGNMENTS** – Keystone Partnership shall use its best efforts to locate the Booth in an acceptable area to provide physical separation from competitors. Notwithstanding the above, Keystone Partnership reserves the right to change Booth location assignments at anytime, as it may in its sole discretion deem necessary.
3. **TYPES OF EXHIBITS** - Exhibits shall be limited to suppliers of goods and services pertinent to the scope and subjects of the Event. Interpretation to the meaning and intent of this restriction shall be the sole prerogative of Keystone Partnership. A schedule for setup and removal of exhibits will be provided and must be adhered to by time and date outlined in such schedule. Sales of merchandise and/or food at the Event must have prior written approval by Keystone Partnership. No storage or excessive/unsightly products can be stored in your Booth area. Exhibitor must request additional storage from Keystone Partnership and understands that there may be an additional charge for such additional storage. **The sale of drugs, guns, knives, swords (or similar merchandise), live animals, fireworks or illegal contraband of any kind is strictly prohibited.**
4. **EXHIBIT SPACE RENTAL RATES** - Exhibit space rental inside the Venue, if applicable, includes **a space in the parking lot**
5. **EXCLUSION** – Keystone Partnership shall have the right to exclude or to require modification of any Booth display or demonstration which, in its sole discretion, it considers unsuitable to or not in keeping with the character of the event. Keystone Partnership shall have the right to prohibit the use of amplifying equipment or music which, in its sole discretion, it considers objectionable. **Asked to Leave: We reserve the right to ask vendors to leave any market, at any time and for any reason.**
6. **ASSIGNMENT AND SUBLEASE** - Exhibitor shall not sublet the Booth or any equipment provided by Keystone Partnership s, nor shall Exhibitor assign this lease in whole or in part without prior written approval from Keystone Partnership.
7. **LIABILITY** - This agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between Keystone Partnership and Exhibitor. Exhibitor shall indemnify, defend, and hold harmless Keystone Partnership, Venue, their parent corporations and affiliates and their respective officers, directors, employees, and representatives, and the successors and assigns of any of them, from and against, and reimburse them for all claims, damages, costs, and expenses, including without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses arising out of or resulting from (a) any breach of any representation, warranty, covenant, obligation or other agreement contained in this Agreement; (b) out of any failure of Exhibitor to comply with any applicable laws, statutes, ordinances or regulations; (c) any act or omission or negligence of Exhibitor or its employees, agents, contractors or invitees; or (d) any claim for personal injury or property damage or otherwise brought on behalf of any third party person, firm or corporation against Keystone Partnership and/or Venue as a result of or in connection with Exhibitor's Booth which claim does not result from the active negligence of Keystone Partnership or Venue. The foregoing indemnities shall survive the termination of this Agreement
8. **CANCELLATION OR POSTPONEMENT OF EXPOSITION** - In the event that the Event is postponed due to any occurrence not occasioned by the willful or negligent conduct of Keystone Partnership or Exhibitor, whether such occurrence by an Act of God or the common enemy or the result or war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy to this Agreement, then the performance of the parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in the cancellation of the Event, the obligations of the parties under this Agreement shall be automatically terminated and all payments made under this Agreement shall be NOT BE REFUNDED as they will have been distributed to said charity (SSD). Keystone Partnership shall not be liable for any loss or damage to Exhibitor which may be caused by or associated with any postponement or cancellation of the Event.
9. **DEMONSTRATIONS** - No demonstrations or solicitations shall be permitted outside of Exhibitor's Booth, and no signs or placards may be displayed on persons or otherwise outside exhibit spaces without the written consent of Keystone Partnership.
10. **SECURITY/INSURANCE** – Keystone Partnership, the Venue or any officer, employee or staff member thereof assumes no responsibility for the safety of the property or Exhibitor, his agents, or employees, from theft, damage by fire, accident, or any the cause. Exhibitor is required to obtain and maintain at its sole expense, and represents and warrants to Keystone Partnership that is has, insurance and/or policy riders to cover all Booth contents and activities in amounts and from companies acceptable to Keystone Partnership in its sole discretion, including but not limited to commercial general liability insurance, automobile liability insurance and worker's compensation with statutory limits, including employer's liability. Exhibitor shall upon request provide Keystone Partnership with a copy of the certificate of insurance for each such policy described above.

11. **COMPLIANCE** - Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized Local, State and federal governing bodies concerning rules and regulations and the display and regulations issued by Keystone Partnership and/or Venue.

12. **TAX LIABILITY** – All vendors are required, by law, to report Federal, State and Local income and Pennsylvania state income tax as it pertains to the sale of their merchandise on the day of this isolated event. By signing this agreement, Vendor assumes all responsibility for remittance of these taxes and Keystone Partnership will not be help liable for individuals or businesses that do not comply with these laws.