



## VENDOR SPACE LEASE and RULES & REGULATIONS

To Our Valued Vendor:

The Northern Mariposa County History Center (NMCHC), is hereinafter referred to as “Event Management”. The term NMCHC shall include the owner, promoter, and manager of the Event.

The exhibit area, parking lots, air space and grounds of the town of Coulterville, California are hereinafter referred to as the “Event Area”. The Vendor Space Rental Agreement, these Vendor Rules & Regulations, the Vendor Display Regulations are hereinafter referred to as the “Agreement” and constitute the agreement between Event Management and the Vendor.

The NMCHC Rules and Regulations are incorporated as a part of this Lease and violation thereof would constitute a breach of the Lease.

1. LOCATION AND DATES: The site of the Coyote Fest 2018 is at the town of Coulterville, California, 95311

*VENDOR SET UP (NO FOOD):* Saturday, September 23, 2018 7:30 am to 9:30 am

*VENDOR SET UP (FOOD):* Refer to separate application

*EXHIBIT DAY:* Saturday, September 23, 2018 10:00 am to 4:30 pm

*TEAR DOWN:* Saturday, September 23, 2018 4:30 pm (Immediately at close of the event, no tear downs prior to 4:30 pm)

2. COST OF SPACE: Charges for assigned vendor space, identified in this Lease and shown on the Official Plans are \$45 (pre-registered) \$65 after August 1, 2018 Per 10’X 10’.

3. SUBLETTING SPACE: Vendor shall not assign, sublet, share or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs or printed materials from other than its own firm in the said vending space without the written consent of Event Management.

4. CANCELLATION OR REDUCTION OF SPACE: Once a space has been reserved, there will be no refunds upon cancellation. This Event will take place Rain or Shine. No Refunds for any reason.

## 5. SAFETY, FIRE, HEALTH AND APPLICABLE LAWS:

a. The Vendor shall assume all responsibility for compliance with all rules and regulations of the TOWN OF COULTERVILLE and all local, city, state and federal safety, fire, health and other ordinances and laws regarding installation of and operation of equipment, display and vending materials. All display, vending materials and equipment must be protected by safety guards and fireproofing to prevent fire hazards and personal accidents to visitors.

### b. OPERATION AND CONDUCT: Regulation and Restriction –

- Event Management reserves the right to regulate and/or restrict vending to a reasonable noise level and to suitable methods of operation and display of materials.
- Neither the Event area nor other areas of the town of Coulterville shall be used for any improper, immoral, illegal or objectionable purpose.
- If for any reason Event Management deems a vendor and/or its contents objectionable, the vendor shall be subject to removal at vendor's sole expense. This reservation includes persons, things, conduct, printed matter, signs any item of poor character which in the sole judgment of Event Management is detrimental to the event.
- Event Management shall not be liable for refund of vendor space rental fees or vending equipment rental fees, except at its' sole discretion.
- Vendor hereby expressly waives any right and all claims, actions or demands for damages, costs and expenses, including legal fees, against the town of Coulterville, NMCHC, their directors, officers, agents, employees and/or servants for such restriction or removal.

## 6. CARE OF EVENT AREA:

- Vendor will not perform or permit to be performed anything in or upon any portion of the Event areas,
- or bring or keep anything herein or thereon which will in any way conflict with the conditions of any insurance policy upon the town of Coulterville or any part thereof,
- or in any way increase any rate of insurance upon the building or any property or any property kept there nor shall (without written consent of the District 2 Supervisor of the Mariposa County)
- put up or operate any engine or motor or machinery on the premises, excepting normal equipment utilized to set up and dismantle vendors or for vendor display.
- No Vendor may allow any article to be brought into, nor permit any act to be done on the premises which will violate or increase the premiums on policies of insurance held by either NMCHC or its Lessor, the Event Area, provided that said policies are no more restrictive than standard liability and property damage policies and standard fire insurance policies with extended coverage.

- No Vendor may permit any act by its employees, or its agents, by which the premises shall in any manner be marred or defaced.
- Vendors must surrender the exhibit space in the same condition as at the commencement of occupation, normal wear and tear excepted.
- Vendor shall indemnify and hold harmless NMCHC and its Lessor, the Event Area, for any damage done to the premises by the Vendor, its employees, or agents.

7. **VENDOR PERSONNEL:** Attendants, models, and other employees must confine their activities to the contracted vendor space. Vendor personnel and representatives may not enter the vendor space of another vendor without permission from that vendor and at no time may anyone enter a vendor space that is not staffed. Violators will be ejected from the Event. Vendor personnel should wear appropriate apparel at all times.

8. **ADVERTISING:** Vendor shall not, without the written consent of Event Management, distribute, or permit to be distributed, any advertising matter, literature, stickers, souvenir items or promotional materials in or about the event areas except from its own allotted vendor space. Vendor shall not post or display any signs, advertisements, show bills, lithograph posters, stickers or cards of any description on any part of the premises of the, TOWN OF COULTERVILLE except within the Vendor's booth space and upon such space as is made available for such purposes by the NMCHC.

9. **BEVERAGES:** Alcoholic beverages may not be served within a vendor's space. Except vendors who have been pre-approved through the separate food application, rules and regulations process..

10. **PHOTOGRAPHY/VIDEO/RECORDING:** No display, performance or event presented at the Event shall be photographed, videotaped, broadcast or recorded for commercial use, sale or distribution of any kind without the express written consent of Event Management. Vendors shall not photograph or video tape the exhibit or product of another vendor. If found in violation of this section, vendor agrees to surrender film or tape immediately at the request of Event Management.

11. **MUSIC LICENSING:** Vendor agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by the Vendor, its agents, employees or subtenants within the premises covered by this License Agreement including but not limited to royalties or licensing fees due to ASCAP, BMI or SESAC. Vendor agrees to hold harmless Event Management, its agents and employees against any and all such claims and charges, and to defend, at its own expense any and all such claims and charges.

12. **PATENT, TRADEMARK, COPYRIGHT, SERVICEMARK:** Vendor represents and warrants that it has obtained all licenses and other authorizations related to its use of any patented, trademarked, copyrighted or service marked materials, equipment, devices, processed or dramatic rights furnished or used by Vendor in connection with this Vendor

Space Lease. Vendor assumes all costs arising from its use of patented, trademarked, copyrighted, or service marked materials, equipment, devices, processes, dramatic or music license rights used on or incorporated in the conduct of this event; and the Vendor agrees to indemnify and hold harmless NMCHC from all damages, costs and expenses in law or equity for or on account of its use of any patented, trademarked, copyrighted or service marked materials, equipment, devices, processes or dramatic rights furnished or used by Vendor in connection with this Vendor Space Lease.

13. FORCE MAJEURE: NMCHC shall not be responsible for any loss, theft, damage, or delay due to strikes, lockouts, acts of God, government restrictions, enemy action, civil commotion, unavoidable casualty, or other causes similar or dissimilar beyond the control of NMCHC.

14. AUTHORITY LICENSE AGREEMENT: This Vendor Space Lease and NMCHC Rules and Regulations incorporated herein are subject to the rights and obligations of NMCHC under the Agreement for Vendor Space between NMCHC and the Town of Coulterville covering the Event Area, and NMCHC shall not be liable to the Vendor for expenses or damages incurred if NMCHC's Lessor, the TOWN OF COULTERVILLE, cancels its agreement with NMCHC. Vendor shall be bound by the terms and conditions of such License Agreement which terms and conditions are incorporated herein and available for inspection from the NMCHC Director of Events.

15. VIOLATIONS: The Vendor agrees it shall be bound by the NMCHC Rules & Regulations, this lease and by such additional rules and regulations, which may be established by the TOWN OF COULTERVILLE and Event Management. Event Management shall have the power to adopt and enforce all Event rules and regulations, and their decision on these matters will be final. All matters and questions not covered by the regulations shall be subject to the final judgment and decision of Event Management. Any violation by the Vendor of any of the terms and conditions herein shall subject Vendor to cancellation of the Agreement to occupy exhibit space and to forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, Event Management shall have the right to take possession of the Vendor's space, removal all persons and properties of the Vendor. The Vendor shall be responsible for all risks and expenses incurred in such removal.

16. WAIVER OF LIABILITY AND WAIVER OF SUBROGATION:

Event Management shall not be responsible for any damage or injury that may happen to the Vendor or its agents, servants, employees or property from any cause whatsoever except for the gross negligence or willful misconduct of Event Management, its servants or employees, arising out of Event Management duties and responsibilities under this agreement.

In consideration of the promises contained herein, Vendor expressly releases Event Management, its directors, officers, agents, employees, and/or servants from any such loss, damage or injury. NMCHC, the TOWN OF COULTERVILLE and official show vendors do not provide any form of insurance to cover exhibitor activities at the NMCHC and assume no liability or responsibility for loss or damage by vendor due to fire, theft, breakage or any

other reason. Event Management and the Vendor agrees to waive the right of subrogation by their insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property. Event Management, its staff, employees, or agents shall not be liable for any restrictions imposed on any Vendor by any governmental agency.

17. INDEMNITY: The Vendor is solely responsible for any injury or death, or damage to property occurring in or upon any portion of the City of Coulterville leased or used by Vendor which are caused by the acts or omissions of Vendor, or its employees, representatives, servants, agents, licensees, invitees, patrons, guests, or contractors. Vendor shall defend, indemnify and hold harmless Event Management, its officers, employees, and agents from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and description (including court costs and reasonable attorney's fees) for injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of Vendor's use or occupancy of the premises or from any breach by Vendor of any condition of this contract, or from any act or omission of Vendor, or its' employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors.

18. EXHIBITOR REPRESENTATIVE: The signer of this Agreement shall be the official representative of the Vendor and shall have the authority to act on behalf of the Vendor in all matters relating to the Event. I, the duly authorized representative of the Lessee intending to be bound hereby, have read and signed the NMCHC Vendor Space Lease and Rules and Regulations and on behalf of the Lessee subscribe and agree to all terms, conditions, covenants, and authorizations contained herein.

**Vendor Signature and Print Name**

X \_\_\_\_\_

**Date** \_\_\_\_\_