



**Atlanta Boxer Rescue – Boxerstock 2011
VENDOR POLICY AND BOOTH RENTAL AGREEMENT**

Atlanta Boxer Rescue, Inc. (“ABR”) and the undersigned (“Vendor”) agree that the Booth Rental Agreement shall be governed by the following terms and conditions:

1. Reservation of Space and Payment of Booth Rental Cost:

The total cost of rental for one (1) day, October 23, 2011, will be \$100.00. Each vendor is required to submit a completed application along with booth rental fee on or before August 26, 2011. Checks should be made payable to: Atlanta Boxer Rescue, Inc. Booth location will be determined by the Boxerstock Planning Committee. Should your application be rejected by our committee, your check will be returned to you. Checks will not be deposited until after notification of acceptance.

*Rental fee includes a 10 x 10 Event Space, access to any necessary power, one ASSIGNED standard parking space to be used for transportation vehicle ONLY and a limited number of passes for festival entrance for booth workers. Please complete the information regarding the vehicle that will be utilizing the assigned parking space. A pass will be made for that vehicle only. Passes are not transferable.

Make: _____ Model: _____
 Color: _____ License Plate Number: _____
 State: _____

All booth components (tent, tables, chairs) are the responsibility of the Vendor. A limited number of tables and chairs may be available for an additional fee, and prior arrangements must be made with Atlanta Boxer Rescue.

2. Fee Schedule and Cancellations:

Booth rental fee of \$100.00 is non-refundable and non-transferable unless written notice of cancellation is received forty-five (45) days prior to the event date.

3. Acceptance:

Upon acceptance, Applicant agrees to abide by all rules set forth by Atlanta Boxer Rescue and to honor instructions as deemed necessary during the event as issued by either the Event Coordinator and/or ABR designee.

4. Cancellation, Rejection or Eviction of Vendor:

ABR reserves the right to reject any prospective vendor and may regain immediate possession of any rental space and evict vendor from the event for cause, including, but not limited to, a breach of this Agreement. This Agreement is not subject to cancellation by Vendor except as provided herein. ABR reserves the right to evict Vendor from the event site for behavior which is, or might be, judged detrimental to the successful operation of any ABR function or infringes on the rights of other Vendors. Any such judgement by ABR and the event Planning Committee is final and shall be in the sole discretion of ABR.

5. Unforeseen Events:

ABR cannot guarantee Vendor’s protection from loss or insure against loss for any reason. Vendor hereby waives any claim for incidental or consequential damages or compensation resulting from the inability to use the premises and agrees that ABR may retain the portion of payments made by Vendor necessary to cover expenses incurred by ABR incidental to the opening and management of the event through the time of termination.



Vendors are urged to insure their equipment and products at their own expense. ABR will not be responsible for any injury that may occur to any employees, theft, loss of life or damage to any property from any cause whatsoever, regardless of whether management furnishes guards or night watchmen.

6. Use and Occupancy:

Event Hours: Sunday– 12pm until 6pm

ABR may, in its sole discretion, assign, designate or change Vendor's booth area location. The festival will provide:

- (1) 10' x 10' space to be used for product display and sales; No display racks or cases will be allowed outside of covered booth, except by prior agreement with ABR.
- (2) Electrical outlets based on requirements outlined by Vendor on application.

***Only pre-approved electrical equipment** will be allowed in booth. A limited number of electrical outlets are available at the site, and electrical capacity cannot be increased once event has begun. Vendor must provide sufficient extension cords and power strips as needed for their equipment. A final placement will be provided to Vendor prior to the event to establish length of run for extension cords. Although site will have general lighting, Vendor must provide tent lighting if desired.

Atlanta Boxer Rescue has exclusive rights to the name "Boxerstock" and the sale of any merchandise directly or indirectly related to the Boxerstock event.

Booth location will be determined by the ABR. Booth space shall not be altered by the Vendor.

Vendor banners may extend a maximum of four (4) feet above booth awning. Vendor is responsible for ensuring proper banner size prior to event opening. No exceptions will be made.

Vendor shall staff its booth during all hours of the event and booth shall not be left unattended until after the publicized closing hour.

Vendor **must** check in with Event Coordinator by 9am, Sunday, October 23, 2011, or contract is null and void. Should you not check in by 10am, your booth space may be removed from the site or sold to another vendor. Vendor must be completely set up by 11am on Sunday, as no equipment can be moved into the site after that time. Equipment and fixtures must be removed from the event site after closing on Sunday.

ANY VENDOR UTILIZING ELECTRICITY OR INCLUDING ANY PRODUCT THAT COULD POSE A FIRE RISK MUST SUPPLY ONE GENERAL PURPOSE FIRE EXTINGUISHER TO BE KEPT IN BOOTH AT ALL TIMES.

No vehicles will be allowed on the event site after 11am on the day of the event. Vendors must have ample inventory in the booth by 11am or else the inventory will have to be walked in. Service gates to the site will shut at 11am promptly. There will be absolutely no exceptions.

7. Early Departure:

All vendors are encouraged to remain open during event hours. Should vendor need to leave prior to festival closing, vendor must carry all items out by hand. **No vehicles will be allowed in the park under any circumstances until 20 minutes after the last performer has finished.**

8. Sale or Distribution of Products:

Vendors may only distribute approved items in good taste. No food may be sold or distributed for human consumption on festival premises by anyone except authorized food vendors.



ATLANTA BOXER RESCUE RESERVES ALL RIGHTS TO BEVERAGE SALES. NO EXCEPTIONS WILL BE MADE.

9. Right to Enter:

It is agreed that representatives of ABR may, at all times, enter into and upon said premises and examine the same and condition thereof.

The Event Coordinator, planning committee members as assigned, and ABR reserve the right to examine any product or item sold prior to application approval and periodically during the festival.

10. Waiver of Liability:

It is specifically agreed by the parties to this Agreement that ABR, its agents, employees or assignees are in no way liable for any loss, damages or theft of any property belonging to the Vendor while on the site, grounds and area of the Boxerstock 2011 event. The Vendor specifically acknowledges that ABR provides no insurance and accepts no responsibility for any such loss whether the said loss is by accident, act of God, intentional act of destruction or theft.

11. Indemnification and Hold Harmless:

Vendor agrees to hold harmless, indemnify and defend ABR, its directors, officers, employees, agents, insurers, successors, assignees and any person or entity to which ABR owes a similar duty of indemnification (each of these persons and entities being referred to for purposes of these indemnifications and hold harmless provisions as "ABR") from and against all actions, liabilities, claims, assessments, taxes, fees, charges, losses and expenses associated in any way with the investigation, processing or settlement of a claim whether valid or not, any amount charged by a governmental body, and the attorney's fees which would not have been incurred but for the submission of a claim) arising out of, resulting from or any way associated with or contributed to by an claimed act, omission, negligence, fault or violation of law, regulation or rule by Vendor or any of its employees, agents, others employed directly or indirectly by Vendor, volunteers or other persons in or about Vendor's booth or bulk area.

12. No Assignment:

This Agreement is based upon the personal relation between the parties. Vendor shall not have the right to assign, share or sublet this Agreement or any interest in this Agreement, and this Agreement shall not be assignable by operation of law without ABR consent.

The undersigned has read and agrees to all the terms set forth above, as well as the terms of any attached addenda.

VENDOR AGREES AND ACCEPTS:

Representative

Date

Title

FOR ATLANTA BOXER RESCUE:

Representative

Date

Title