

Arts Trek Refreshments Vendors Terms and Conditions and Waiver of Liability

I understand that this is a legally binding contract and that I will be held to the terms of this contract. I understand that booths spaces are distributed on a first come, first served basis and that vendors are not promised exclusivity in any way unless this agreement is amended by the Art Trek Committee (ATC). I understand that vendor materials may not obstruct other displays or project into any aisle. I understand that the refreshments booth must be **set-up** in its entirety and attending personnel in place **by 10:00 a.m. on Saturday, April 16, 2011** and that I may **begin set-up at 8:00 a.m.** and that I may not **break-down the booth** until **4:00 p.m.**; early breakdown of the vendor's booth is contractually prohibited and will result in denial of exhibition space for future events. I understand the ATC reserves the right to make location/space changes, with no advance notice to the exhibitor, which the ATC believes will be in the best interest of the event. I understand that the ATC reserves the right to decline or prohibit any booth or portions, thereof. I agree not to sublet or apportion the whole or any part of the booth space, unless authorized by the ATC.

I agree to obey all applicable laws and regulations of the city and/or county where the event is located. I acknowledge that the Mabee-Gerrer Museum of Art (MGMoA), St. Gregory's Abbey (SGA), and St. Gregory's University (SGU) do not maintain and are not responsible for maintaining insurance covering personal injury to the vendor, the vendor's personnel, or the vendor's property and that it is the sole responsibility of the vendor to obtain insurance covering such losses or damages. I understand that the vendor assumes complete responsibility and liability for all loss, damage, or destruction of the property of the vendor or the exhibitor's employee, or that which is brought upon MGMoA/SGU premises on behalf of the vendor, and any and all property of MGMoA, SGA, or SGU that is used by the vendor. I understand that the vendor assumes complete responsibility and liability for all injury to any and all persons or property in any way connected with the vendor's booth or caused by the vendor's employees. I indemnify and agree to hold harmless MGMoA, SGA, and SGU, their members, officers, directors, volunteers and employees against any and all liability whatsoever arising from the injury, loss, or damage, to any person(s) or the loss, damage, or destruction of the vendor's property.

Signature: _____ Date: _____

Please print name: _____