

HERITAGE DAYS MARKET VENDOR PARTICIPATION AGREEMENT

The Longaberger Homestead
5563 Raiders Road (SR 16)
Fazeysburg, Ohio 43822

This Heritage Days MARKET VENDOR PARTICIPATION AGREEMENT & (Juried- Product Summary with Photo's included (this "Agreement") is made between The Longaberger Company, 1500 East Main Street, Newark, OH 43055 (herein referred to as "LONGABERGER") and _____ (herein referred to as "MARKET VENDOR").

1. **DATE(S) OF EVENT: Friday, Sept 4th & Saturday, 5th 2015**
 - a. **SET UP TIME: Friday, Sept 4th 2015 & Saturday 5th 2015 from 7:00 am– 8:00 am (vehicles permitted on Main St until 8:00 am) Please bring assistance for unloading and loading.**
 - b. **EVENT TIME: 9 am – 6 pm**
 - c. **TEAR DOWN TIME: Friday, Sept 4th 2015 & Saturday, Sept. 5th 2015 at 6:00 pm (vehicles only permitted on Main St after 6:00 pm) Please bring assistance for unloading and loading.**
 - d. **EVENT LOCATION: Longaberger Homestead, Main Street**
2. **MARKET VENDOR -INDEPENDENT CONTRACTOR:** The relationship of MARKET VENDOR to LONGABERGER, LONGABERGER'S employees, members and agents shall be that of independent contractor for all purposes, and shall not be construed to be a relationship of employment, partnership or joint venture.
3. **PRICE RENTALS:** The price (the "Rental Price") for the rental is as follows:
 - a. **Rental Price:**
 - i. The rental price for a one day rental is \$100. 00 for each 10 x10 space. Two Day Rentals are \$125.00.
 - ii. LONGABERGER shall provide a space approximately 10' x 10' for the above price.
 - iii. No tent only one 8 ft tables and two chairs are provided. Please bring assistance for unloading and loading. No loading or unloading assistance is provided.
 - iv. MARKET VENDOR shall pay to LONGABERGER the agreed upon amount by **Sept 1st, 2015**. Check, money order, cashier's check (each made payable to The Longaberger Company) & an executed copy of this Agreement and a completed copy of the Space Rental Form attached hereto as Exhibit A must be received by the date referenced in this Section 3(a)(iii). Space is limited, so all rental requests may not be honored. You will receive an e-mail or other written notice confirming LONGABERGER'S acceptance of your rental request. Until you receive actual written confirmation of your rental request, your rental request is deemed not accepted. Upon receipt of the above, a confirmation letter, parking pass and map shall be mailed to MARKET VENDOR.
 - v. MARKET VENDOR shall be solely responsible for (i) the payment of any and all applicable taxes, fees and assessments payable in connection with the use of the rental space and the sale of any goods, and (ii) the obtainment of any license required by law in connection with MARKET VENDOR'S performance of this Agreement, use of the space and any and all activities associated therewith.
4. **RIGHT OF REVIEW: THIS IS A JURIED MARKET.** THE VENDOR must understand and agrees that LONGABERGER reserves the right to review MARKET VENDOR'S merchandise and, in LONGABERGER'S sole discretion and for any reason, request that MARKET VENDOR remove from sale or trade any goods. If MARKET VENDOR does not remove merchandise at LONGABERGER'S request, MARKET VENDOR may be asked to leave the event.
5. **PROFESSIONAL CONDUCT:** MARKET VENDOR will conduct herself or himself in an appropriate and professional manner at all times during the Event Date. If, in the sole discretion of LONGABERGER, MARKET VENDOR fails to conduct herself or himself in such an appropriate and professional manner, MARKET VENDOR may be asked to leave the event.
6. **SALES RESTRICTIONS:**
 - a. Sales and trading are limited to Longaberger products that were sold in the past and are not currently available from The Longaberger Company.
 - b. Selling products other than Longaberger **MUST** have items approved by Longaberger prior to the day of display or sale of such goods. LONGABERGER may, in its sole discretion, add additional sales restrictions at any time and for any reason.
7. **CANCELLATION:** LONGABERGER and MARKET VENDOR shall have the right to cancel this Agreement subject to the following refund requirements:

- a. In the event MARKET VENDOR terminates or cancels this Agreement **after payment but before the event begins**. LONGABERGER shall refund **100 percent** of the Rental Price to the MARKET VENDOR.
 - b. In the event that LONGABERGER terminates this Agreement in accordance with Sections 4, 5, 6, or 10 of this Agreement, LONGABERGER shall refund **0 percent** of the Rental Price to MARKET VENDOR.
 - c. In the event that LONGABERGER cancels the event prior to the Event Date, LONGABERGER shall refund **100 percent** of the Rental Price to MARKET VENDOR.
8. INDEMNIFICATION: MARKET VENDOR shall indemnify, defend and hold LONGABERGER, its officers, directors, shareholders, agents, employees, successors and assigns harmless from any and all claims, liabilities, losses and expenses, including attorney's fees, incurred by LONGABERGER arising out of or with respect to MARKET VENDOR'S performance of this Agreement, use of the tent/table and any and all activities associated therewith.
 9. CONFIDENTIALITY: MARKET VENDOR shall not directly or indirectly, for the benefit of MARKET VENDOR or others, use or disclose any information about or pertaining to LONGABERGER, LONGABERGER'S customers, products, marketing plans, business or otherwise, without the prior written consent of LONGABERGER. MARKET VENDOR grants The Longaberger Company the rights to use MARKET VENDOR'S name in promotional material.
 10. SMOKING POLICY: Smoking will be permitted in designated areas only. Anyone smoking or using tobacco on the grounds in any other area will be asked to leave.
 11. SECURITY: Market Vendor is responsible for securing their own merchandise.
 12. JURISDICTION/GOVERNING LAW: The parties agree that any action relating to this Agreement or any breach thereof shall be brought only in the Court of Common Pleas of Muskingum County, Ohio; each party hereby submits to the personal jurisdiction of such court for such purpose, and waives any objection to venue in such court. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without reference to its choice of laws rules.
 13. **IMPORTANT NOTICE: While the Longaberger Company is the host of the Heritage Days Market, Longaberger shall not be responsible for any transaction that transpires or does not transpire between the MARKET VENDOR and any buyer or trader of goods or any potential buyer or trader of goods. The Longaberger Company did not request a background check on any of the MARKET VENDORS at the event.**
 14. MARKET VENDOR shall at all times be in compliance with this Agreement including, but not limited to, the policies set forth on Exhibit B attached hereto. LONGABERGER reserves the right, in its sole discretion, to add or modify any and all policies, rules and restrictions related to this Agreement.
 15. Agreement accepted or denial of agreement – The MARKET VENDOR will be notified by email only.

ADDITIONAL VENDOR POLICIES:

- All products must be placed within the space rented.
- Good faith and fair dealing is expected from anyone selling or trading.
- The Longaberger Company neither promises nor guarantees the sellers any particular amount of sales activity.
- The Longaberger Company does not have overnight camping, so motor homes and campers will not be permitted in the parking lot overnight. (There are several campsites within one to ten miles of our facility.)
- Participants must provide their own cash drawer and change. We cannot make change for you.
- The event will be held rain or shine. No refunds due to weather.
- Longaberger properties are pet free.
- Participants and their guests agree that they may be filmed and/or photographed by The Longaberger Company and give permission to The Longaberger Company to use such films and photographs, without compensation to them, for any purpose.

