

TERMS AND CONDITIONS

Definitions: "Vendor" means the applicant identified on the front hereof; (b) "Event" means the specific event identified on the front hereof; (c) "Management" means Ravalli County Museum, its agents, employees and affiliates, owner or manager of the facility in which the event is conducted, and its employees and agents.

1. Agreement:

This policy shall constitute a valid and binding license agreement. Event Management reserves the right to interpret this agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Event, including the conditions, rules and regulations stated herein, in the Vendor Policy and Vendor Registration Form to which Event Management is or will be a party, all of which are made a part hereof as though fully incorporated herein, and the Vendor agrees to be bound thereby. **Signing of Vendor Registration Form indicates that Vendor has read and agreed to this policy. Vendor Registration Forms must be signed by Vendor prior to acceptance into the event.**

2. Use of Space:

Vendor understands that only products approved by Event Management, in its sole discretion, may be sold at the Event. Products not approved by Event Management for any reason whatsoever may not enter or remain on the premises of the Event. Distribution of advertising material and solicitations of any sort shall be restricted to the Vendor's booth space. Vendor's booth or products may not extend beyond the limits of the Vendor's booth space and no part of any booth or product may extend into the street past the Vendor's assigned booth space. No Vendor shall arrange its booth so as to obscure or prejudice adjacent Vendor's, as determined by Event Management. All demonstrations by Vendor must be located within the Vendor's booth space so that assembled crowds do not block any neighboring booth. No Vendor shall assign or sublet or share any part of its assigned space without the consent of Event Management in writing. Vendor agrees to keep its booth open and staffed at all times during the Event hours. Certain additional charges may be required of each Vendor for the use of electrical outlets, of which, if needed, will be available to a limited number of Vendors. Only one electrical outlet per Vendor, per booth space will be allowed. Request for additional booths or special considerations other than the standard Booth space shall be submitted to Event Management no later than the scheduled dates, as outlined on the Vendor Registration Form. Additional booth space will be an additional charge.

3. Change of Space:

Event Management shall have the right, in its sole discretion, to change Vendor's space assignment after the acceptance of the Vendor Registration Form if it is deemed to be in the best interest of the Event. If Event Management elects to exercise its right to change Vendor's exhibit space, Vendor will be notified of its newly assigned space. Event Management will make reasonable efforts to ensure that any reassignment will be to a booth space which is of the size as the Vendor's original space. If a reduction in space to Vendor's booth space is, in Event Management's opinion, necessary, Vendor will be reimbursed on a pro-rata basis.

4. Cancellation/ Space Reduction:

All cancellations, withdrawals or requests for reduction in space by Vendor must be in writing, ***separate from the Vendor Form**, by certified mail or email. The date of cancellation, withdrawal or reduction in space, as applicable, shall be the postmark date on the notice. If Vendor cancels, withdraws or reduces its space requirements for the Event after the date indicated on the Vendor Registration Form, Vendor agrees to forfeit any payments made to Event Management by Vendor. If Vendor cancels, withdraws or reduces its space requirements for the Event before the date indicated on the Vendor Form, Vendor will be reimbursed booth space fees, minus a 10.00 processing fee. If a reduction of space is requested, Vendor booth space may be moved at the sole discretion of Event Management. In the event Vendor fails to make any payments as contemplated herein, Vendor shall be deemed in default, and Event Management shall have the right to rent the booth space to another Vendor prior to the Event without any rebate or allowance whatsoever to the Vendor and without in any way releasing said Vendor from any liability hereunder.

***Cancellation requests may not be made on Vendor Forms in the manner of "if I do not get my requested space, please cancel my booth space and refund my money" or any iteration of such language. It is solely the Vendor's responsibility to send in a separate written request for cancellation if they are not satisfied with booth placement in the event.**

5. Event Cancellation.

Under no circumstances will Ravalli County Museum or its agents or representatives be liable to Vendor for the fulfillment of this Agreement if non-delivery of the booth space is due to any of the following causes: by reason of fire, act of God, public enemy, terrorism, war or insurrections, strikes, the authority of the law, postponement or cancellation of the event/show or for any cause beyond the control of Ravalli County Museum. In the event that the event/show is cancelled, postponed, rescheduled, or relocated for any reason beyond the control of Ravalli County Museum, Vendor understands that no refunds or credits shall be made by Ravalli County Museum or any of its agents or employees. Under no circumstances will Ravalli County Museum or its agents or representatives be liable for lost profits or other incidental or consequential damages.

6. Complaint Procedures:

If, at any time before, during or after the Event a complaint is made regarding Ravalli County Museum, its affiliates, employees, volunteers or another Vendor, the complaint must be submitted in writing to Event Management. Event Management will then make every possible attempt to assist in a solution to the complaint. In no circumstances will verbal, physical, or any other type of abuse towards Event Management or another Vendor be tolerated.

7. Available Services:

On behalf of the Vendors and for the sake of a successful Event, Event Management, prior to the Event, shall create and distribute, as Event budget allows, advertisements in newspapers, magazines, radio and television as well as printed material to be distributed throughout the valley. Public Service Announcements, Social Media Networking, Community Message Boards and word of mouth advertising will be used as often as possible to help promote the Event and increase the opportunity of success for the Event and the Vendors participating in the Event.

8. Protection of Facilities:

Packing, unpacking and assembly of booths shall be done only in designated areas and in conformity with directions of Event Management. Vendor shall not deface, injure or mar in any manner the facilities at the Event. Vendor shall not paint or apply any other permanent covering to any of the space allotted them. Vendor acknowledges that Event Management reserves the right to remove all persons and property from the premises without the necessity of or resorting to any legal proceeding.

9. Liability:

Event Management will not accept any responsibility for the safety or well being of any art, property, merchandise or materials consigned to or in the ownership of any Vendor during the Event. Event Management shall not be responsible for loss or damage to displays or goods belonging to Vendor or consigned to Vendor or otherwise brought to the Event by or on behalf of Vendor, whether resulting from fire, storms, water, acts of God, theft, pilferage, acts of terrorism, mysterious disappearance, bomb threats or other causes. All such items are brought to the Event and displayed at Vendor's own risk, and should be safeguarded at all times. Vendor agrees that Event Management, Event Management's service contractors, representatives, employees and agents are not liable for any injury, loss or damage that may occur to Vendor, or to Vendor's employees, agents, guests or property from any cause whatsoever, prior to, during or subsequent to the period covered by this Contract. Vendor assumes responsibility and agrees to indemnify, defend and hold Event Management, their affiliates and their respective employees and agents harmless from and against any claims or expenses arising out of the (a) the execution of this Contract, (b) the use of event premises or (c) the acts, omissions or negligence of Vendor, its employees, agents or contractors, by reason of personal injuries, death or property damage or any other cause of action sustained by any persons or others. Vendor assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to, or caused by, Vendor's displays, equipment, employees or representatives. In no circumstances shall Event Management or any of its affiliates be liable for any special, incidental, indirect, punitive or consequential damages arising out of or in connection with this Contract.

10. Vendor Move-In/Move-Out:

Move in and move out times and access outside of Event hours are limited to those described on the Vendor Registration Form. No Vendor may vacate the premises/booth space before the end of the Event unless agreed upon, in writing, by Event Management.

11. Safety:

Vendor acknowledges that Event Management reserves the right to remove all persons and property from the Event without the necessity of or resorting to any legal proceeding and at any time may eject unruly, disorderly or otherwise

disruptive persons from the Event. Vendor hereby waives any right or claim for damages in connection with the exercise by Event Management of this right.

12. Security:

Vendors are free to set up booths the night before the Event but must acknowledge that the Ravalli County Museum does not offer any security services and will not be held liable for any theft and/or damage to any Vendor's booth space and/or products.

13. Filming and Video Recording Rights; Electronic Messages:

From time to time, photographs, motion pictures and/or video recordings may be made during the Event, which recordings may include images of Vendors, its employees, agents and related merchandise and displays. Vendors may not hinder, obstruct or interfere in any way with such photography or recordings whether by Event Management or its agents, and hereby consent to Event Management's use of such recordings for commercial purposes. *In connection with the other provisions of this paragraph*, Vendor hereby grants Event Management a non-exclusive, royalty-free, irrevocable, nontransferable worldwide license (without the right to sublicense) to use Vendor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images in publicity of said event. By providing Event Management the email addresses set forth on the Vendor Registration Form, Vendor hereby consents to receiving unsolicited commercial e-mail messages from Ravalli County Museum.

14. Errors and Omissions:

Vendor agrees that Event Management will not be liable in the event of any errors or omissions in the Event's advertisements or in any related materials. Vendor acknowledges and agrees that Event Management makes no representation or warranties with respect to the number of Event attendees or the demographic nature of such attendance.

15. Additions or Corrections:

Event Management may amend these terms from time to time in the best interest of the Event upon written notice to Vendor. Vendor agrees to accept notice of additions or amendments and to consider them as part of this Contract.

16. General Remarks:

All verbal agreements, individual permits and special arrangements must be confirmed in writing. Violation of the rules can lead to Vendor expulsion without refund.

For questions or comments, contact Ravalli County Museum.

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