

AMERICAN GREENFEST EXHIBITOR AGREEMENT

PH: 631-734-5894

East End GreenFest

October 1-2, 2011

Strawberry Fields Fairgrounds, Mattituck, NY 11952

Business Name: _____

Contact Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Email: _____

Website: _____

Please note: All information regarding the festival will be sent via **e-mail**. Please list an e-mail that you check regularly. Booths are assigned on a first come, first served basis. All exhibitors must accept their assigned space.

10X10 BOOTH SPACE	10X20 BOOTH SPACE	10X30 BOOTH SPACE	20X20 BOOTH SPACE	CORNER BOOTH UPGRADE	ELECTRICITY PER OUTLET	SPONSORSHIP
\$369	\$669	\$1,010	\$1,310	\$75	\$75	Web \$1,300 Silver \$2,500 Gold \$5,000 Name \$7,500

Products Being Sold/Displays/Comments: _____

Deposit: A \$75 refundable security payment is required of all exhibitors. Deposit will be returned via standard mail within 30 days of the close of the festival once it is deemed assigned space has been returned in original condition. Electricity is additional. \$75 per outlet. Limited electricity available on a first-come, first-served basis when payment is received in full. You are required to bring your own extension cords to reach the electrical panels, cords will not be provided. Only those exhibitors who purchased electricity in advance may use electricity. Do NOT bring your own generator, it is not permitted. *NOTE: All outlets are GFI protected.

Booth Size: _____ Electricity: _____ Amount enclosed: _____
(Please make sure to add \$75 for security deposit)

Payment and refundable security deposit are due in full with application. Please make check or money order payable to American GreenFest, and mail to: American GreenFest
PO Box 329
New Suffolk, NY 11956

Agreements may be faxed to 631-734-5893 or emailed to deb@eastendgreenfest.com.

Authorized Signature: _____

Date: _____

Please Initial All of the Following American GreenFest Regulations:

- All products or items will be sold from contracted space only. No additions to product list will be permitted without permission. No exhibitor shall have an exclusive on any product. _____
- Subletting and booth sharing is prohibited without prior approval, if approved, there will be a \$25 booth share fee. _____
- All exhibitors are independent agents and must comply with State Laws which state sales tax must be collected. _____
- There are no refunds in the event of rain, other weather, acts of war or other disasters. _____
- Exhibitor will have exhibit in order before 10:00 am each festival day.
- Exhibitor will be open from event opening to closing every day of the festival regardless of the weather. Any deviation from posted hours shall be approved by the American GreenFest only. Breaking down early will be cause for forfeit of security deposit. _____
- Four (4) nontransferable designated Exhibitor wristbands will be issued per booth. Exhibitors will receive the allotted number of wristbands at check-in. If additional wristbands are required, they may be purchased at the regular admission price at the gate; no exceptions. Exhibitor wristbands are nontransferable. Anyone caught transferring his/her wristband to anyone else will have the wristband revoked permanently and may be barred from the festival grounds. Vendor wristbands must be worn at all times during the event. _____
- Exhibitor shall be responsible for furnishing all decorations, materials, and attractive signs for exhibition of products. All displays will be free standing. Table displays will be covered and decorative. _____
- Any side partitions must be 4 feet or under in height. Any backdrop must be under 8 feet in height. _____
- Public sound systems can only be used if authorized in writing by American GreenFest. _____

11. No hot plates or cooking will be permitted in the exhibit area unless you have written permission from American GreenFest. _____
12. Exhibitors are liable for any damage caused to the Venue from their set up, ingress, egress, and tear down and operation. Exhibitors are responsible for own area and garbage; area must be clean of debris upon leaving the site. All holes and divots created in your space must be filled. This festival recycles. Please ensure that cardboard, plastic and aluminum products are placed in the Recycling Dumpster. Space will be returned to the condition in which it was found prior to the event. _____
13. American GreenFest reserves the right to remove any literature or merchandise which is on display, or for sale, which it feels is not in keeping with the best interest of the festival and/or patrons. This includes literature or articles that are considered by American GreenFest to be in poor taste and/or offensive to the general public. American GreenFest reserves the right to immediately remove any exhibitor who engages public attendees or other exhibitors in an antagonistic, argumentative, belligerent, or contentious fashion or otherwise causes a disturbance that American GreenFest, in its sole discretion, deems detrimental to others. _____
14. American GreenFest does not guarantee exhibitors against loss of any kind. Each exhibitor and concessionaire should take precautions to avoid theft or damage to such property. All exhibitors are urged to obtain insurance against property loss or damage. _____
15. It is recommended but not required each EXHIBITOR maintain occurrence based Commercial General Liability Insurance or equivalent form with a limit of not less than \$1,000,000.00 each occurrence. If such insurance contains a general aggregate limit, it should apply separately to this agreement or be no less than two times the occurrence limit. _____
16. There will NOT be any overnight security. If you wish to leave your tent, tables, chairs, etc., you may, but American GreenFest is not responsible. _____
17. Any exhibitor who does not follow the guidelines as outlined in this contract will not be allowed to exhibit at the festival. If expelled from the festival, no refunds or deposits will be returned. This agreement cannot be canceled except by American GreenFest. _____
18. This is a festival, not a trade show. There will be live bands and music, live performers, laughing. Please come prepared for a fun and festive event. _____

_____, 2010

American GreenFest

PO Box 329 New Suffolk, NY 11956

Exhibitor HOLD HARMLESS AGREEMENT

Exhibitor agrees to indemnify and hold American GreenFest, the Town, the Venue owners, and its operators harmless from and against any and all claims, actions, damages, liability and expense, including but not limited to reasonable attorney's fees, in connection with loss of life, personal injury, bodily injury, and/or damage to property arising from or out of any occurrence in, upon or at the American GreenFest, or any part thereof, or occasioned wholly or in part by any act or omission of said Exhibitor named above, its agents, contractors, employees, servants, customers, invitees, Exhibitor or otherwise arising from the agreement that the Exhibitor has with American GreenFest. American GreenFest, the Town, and the Venue shall not be liable for any damage to property of Exhibitor or of others associated with the Exhibitor, nor for the loss of or damage to any property of Exhibitor or of others by theft or otherwise. American GreenFest, the Town, and Venue shall not be liable for any such damage caused by any other Exhibitor or persons on the Premises of which the Exhibitor is located. Exhibitor shall waive all claims against, shall release, and shall not hold American GreenFest or the Town or Venue responsible for any loss or damage to Exhibitor's property, fixtures, merchandise or to property, fixtures, or merchandise belonging to Exhibitor agents, servants, contractors, employees, licensees, invitees or customers caused by burglary, theft, robbery, vandalism, forced entry, riot or other such acts. Exhibitor acknowledges that neither American GreenFest, the Town, or the Venue, its owners, employees, agents, or its operators, maintain insurance covering exhibitor's property and that it is the sole responsibility of Exhibitor obtain business interruption and property damage insurance insuring any losses of Exhibitor.

Exhibit Limitations

In the event of war, fire, strike, government regulations, public catastrophe, act of God or the public enemy, or any other cause beyond our control, or if the show or any part thereof is prevented from being held or cancelled by the American GreenFest or the exhibit space applied for herein becomes unavailable, the American GreenFest shall not be liable to make any refunds whatsoever to the applicant. This agreement contains the entire agreement of the parties hereto with respect to matters embraced herein. Nothing in this provision, however, shall preclude American GreenFest from adopting additional rules and regulations, orally or in writing as the American GreenFest deems necessary.

As Authorized Representative of _____ I agree to all of the above.

X

(Signature) (Print Name) (Date)

By American GreenFest: _____ Date: _____