



Tappahannock/Essex County RivahFest
Activities Area Committee
P.O. Box 283, Tappahannock, VA 22560

AGREEMENT

Definitions:

- 1. Activity Promoter means the undersigned, whether sole proprietorship, partnership, joint venture or corporation.
2. Management means Tappahannock/Essex County RivahFest.

ACTIVITY TO BE OFFERED (be descriptive...handmade by crafter or items for resale):

Any use of the RIVAHFEST trade name, trademark logo, service mark or symbols is strictly prohibited.
The sale of any and all souvenir tee shirts and sweatshirts will be limited to the RIVAHFEST committee already engaged in such sales. The RIVAHFEST committee reserves the right to grant special exceptions.

Table with 2 columns: Booth Size, Rent. Rows: 10 X 10 \$75, 10 X 20 \$100.

Table with 2 columns: Booth Size, Rent. Rows: 10 X 10 \$100, 10 X 20 \$125.

(Fee includes business license fee and space rent.)
Make checks payable to: RivahFest
No second party checks will be accepted

THIS EVENT WILL TAKE PLACE RAIN OR SHINE.

Activity Promoters need to provide tents, tables and table coverings. Your booth must be set up and ready for public viewing by 9:30 am on Saturday, June 19, 2010. Set up times: 7:00 am - 9:30 am. Show times: 10:00 am - 5:00 pm

Print Activity Promoter's Name:

Address: _____

State: _____ Zip: _____

Business Telephone: _____

Home Telephone: _____

Email Address: _____

May we share your information with other event committees? _____

Assistance needed for set-up and breakdown?

Yes _____ No _____

Please sign and return the original to the address above by June 1st. Entries received by June 1st will be included in the festival program and website.

Signed: _____ Date Signed: _____
(Activity Promoter)

Approved by _____ Date & Time: _____
(Committee Chair) Application received

COMPLETE SET-UP INSTRUCTIONS AND OTHER PERTINENT INFORMATION

ACTIVITY HOURS: **SET UP:** Saturday, June 19 7:00 am – 9:30 am

SHOW HOURS: Saturday, June 19 10:00 am – 5:00 pm

Rules and Conditions of the Event

1. *Use of Rented Space.* Management grants to Activity Promoter and its agents and employees the exclusive use of the space, as confirmed by the Management on the face of this Agreement, for purposes of exhibiting and selling during the term of Activity Promoter's lease and hours indicated above, as well as reasonable access thereto for purposes of setting up prior to opening hours and tearing down after closing hours, as Management deems advisable. (No sharing of booths will be permitted.)
2. *Use of Common Areas.* Management grants to Activity Promoter and its agents, employees and customers a non-exclusive license to use the Common Areas in common with others for purposes of passage during the term of Activity Promoter's lease and for such reasonable times before and after exhibit hours as Management deems advisable, subject to the rights of Management set forth in Paragraph 3 below. (Common areas may not be used for displaying or selling merchandise.)
3. *Management and Operation of common Areas.* Management will operate and maintain or will cause to be operated and maintained the Common Areas in a manner deemed by Management to be reasonable and appropriate and in the best interest of the Rivahfest. Management will have the right to (a) establish, modify and enforce reasonable rules and regulation with respect to the Common Areas: (b) enter into, modify and terminate easement and other agreements pertaining to the use and maintenance of the Common Areas and any portions thereof: (c) close any or all portions of the Common Areas to such extent as may, in the opinion of Management, be necessary to prevent personal injury or property damage, and (d) do and perform such other acts in and to the Common Areas and improvements therein as Management shall determine to be advisable.
4. *Activity Promoter's Waiver and Release, etc.* Activity Promoter hereby waives and releases any and all claims or demands of any nature whatsoever on its own behalf, and on behalf of any insurer which may be subrogated to the rights of Activity Promoter, for injury, loss or damage (including, without limitation, loss of proceeds and consequential damages and damage to property of the Activity Promoter) against Management. Activity Promoter agrees to protect, defend, identify and hold harmless Management from liability or injury, loss damage or expense arising out of Activity Promoter's, Acts Or Omissions, or those of its agents or employees.
5. *Management's Reservation of Rights.* Management reserves the right to (a) allocate and assign specific space or booth(s) to Activity Promoter: (b) limit the amount and restrict the types of antiques and collectors' items offered for sale or exhibited by Activity Promoter in order to achieve a balance and variety in the Rivahfest: (c) cancel this Agreement without liability to Activity Promoter, in which event Activity Promoter's deposit shall be returned forthwith, provided Activity Promoter is not then in default: (d) determine and provide whatever security, if any, it considers appropriate under the circumstances, in its sole discretion, but Management shall not be responsible or liable to Activity Promoter for loss in the event of a failure of such security; and (e) promulgate, without prior notice, additional rules and regulations with Management, in its sole discretion, considers necessary for the conduct and operation of the Rivahfest.
6. *Activity Promoter's Warranties.* Activity Promoter warrants that (a) all sales made will be unconditionally guaranteed; (b) items, of which Management requests removable from sale or exhibition, will be promptly removed; (c) it will comply promptly with all rules and regulations of any governmental unit or of the facility in which the Rivahfest is conducted; (d) dollar tables or any other type of discount selling will be offered or permitted; (e) Activity Promoter's booth will be staffed during all hours that the Rivahfest is open to the public; (f) it will defend, indemnify and hold Management harmless with respect to any claim arising out of or relating to the acts or omissions or porters an other laborers are, in fact, or considered to be, employees of Management; (g) it will pay all costs and expenses, including reasonable attorney's fees, incurred by Management seeking to enforce any provision of the Agreement; (h) all taxes levied by either Federal, State, City or County on rental space shall be paid by said Activity Promoter.
7. *Activity Promoter's Cancellation Rights.* Activity Promoter may cancel the Agreement at any time upon written notice to Management. If not then in default, Management must receive written notice at least forty-five (45) days prior to the starting date of Activity Promoter's lease. If notice of cancellation is received less than forty-five (45) days prior to the starting date of Activity Promoter's lease, then Management shall be entitled to the full amount of the booth rent, less the amount received, if any, by leasing the booth to another Activity Promoter.
8. *Caption, Governing Law and Oral Representation.* The captions of the paragraphs herein are inserted as a matter of convenience only and in no way shall they define, limit or describe the scope of the Agreement which is to be construed and enforced in accordance with the laws of the Commonwealth of Virginia; and no oral agreements in conflict with or in addition to those set forth herein shall be binding upon either Activity Promoter or Management or its successors and assigns.