

Townsquare Media UTICA
Haunts and Legends Live at Hotel Utica
October 31, 2015

Hotel Utica

VENDOR AGREEMENT

We the undersigned company ("Participant"), having read and agreed to the terms and conditions of participation, *including those set forth on the back of this Agreement*, wish to reserve and contract with Townsquare Live Events LLC, promoting entity for Radio Stations WFRG, WLZW, WODZ, WIBX for participation at the Haunted Hotel Takeover and Psychic Fair (the entire event hereinafter referred to as the "Event").

NAME, COMPANY OR ORGANIZATION NAME

EXHIBIT NAME (IF DIFFERENT)

STREET ADDRESS

TELEPHONE

FAX #

CITY, STATE

ZIP CODE

EMAIL ADDRESS

SIGNATURE OF PARTICIPANT

WEBSITE ADDRESS

VENDOR SPACE #: _____

AMOUNT: _____

Participation Information:

Vendor Booth \$75

- Comes with one 6' covered table and two chairs. Setup at 10am. Psychic Fair Starts at 12noon-6p

Power: \$5 extra

TO VALIDATE THIS RESERVATION:

1. All Participant space reservations require **PAYMENT-IN-ADVANCE AND payment with this signed Agreement.**
2. All participant space assignments will be made solely by Townsquare Live Events LLC. **ABSOLUTELY NO SPACE LOCATIONS ARE GUARANTEED.**
3. Products/Services to Be Sampled/Exhibited: _____

Participant agrees that there will be no change in product/services as described above, without written permission from Townsquare Live Events LLC. Payment must be received with Agreement. All agreements and contracts are non-cancelable by Participant and no refunds of payment will be made.

PARTICIPANT SIGNATURE

DATE

TOWNSQUARE Representative

/ DATE

Print Name: _____ Title: _____ AMOUNT: _____

FORM of PAYMENT: CHECK# _____ CASH _____ MC _____ VISA _____ AMEX _____ DISCOVER _____

NAME AS IT APPEARS ON CARD _____

CHARGE# _____ EXP. DATE _____ 3-Digit Security Code _____

SIGNATURE _____ / DATE: _____

Checks should be payable to: Townsquare Live Events
Mail payment to: 9418 River Road, Rt. 49, Marcy, NY 13403

BASIC TERMS AND CONDITIONS

1. **CONTRACT** - This application, properly executed by Participant shall upon written acceptance and notification of Booth(s) assigned by Townsquare Live Events LLC constitute a valid and binding contract. Townsquare Live Events LLC has sole discretion to reject any applicant for any reason whatsoever.
2. **SPACE ASSIGNMENTS** – Townsquare Live Events LLC shall use its best efforts to locate the Booth in an acceptable area and to provide physical separation from competitors. Notwithstanding the above, Townsquare Live Events LLC reserves the right to change Booth location assignments at anytime, as it may in its sole discretion deem necessary.
3. **TYPES OF PARTICIPATION/EXHIBITS** – Participation/Exhibits shall be limited to suppliers of goods and services pertinent to the scope and subjects of the Event. Interpretation to the meaning and intent of this restriction shall be the sole prerogative of Townsquare Live Events. A schedule for setup and removal of exhibits will be provided and must be adhered to by time and date outlined in such schedule. No storage or excessive/unsightly products must be stored under table in your area.
4. **SPACE RENTAL RATES** – Participation in Haunted Hotel Takeover and Psychic Fair
5. **EQUIPMENT** - Booth equipment included with exhibit space rental and provided by Participant or Venue shall be returned at the end of the Event, complete and in good condition. Participant shall have no right, title or interest in such equipment. If equipment is returned damaged, Participant shall reimburse Townsquare Live Events LLC and/or Venue for amount of damage promptly upon demand.
6. **EXCLUSION** – Townsquare Live Events LLC and/or Venue shall have the right to exclude or to require modification of any Booth display or demonstration which, in its sole discretion, it considers unsuitable to or not in keeping with the character of the exposition. Townsquare Live Events LLC shall have the right to prohibit the use of amplifying equipment or music which, in its sole discretion, it considers objectionable.
7. **ASSIGNMENT AND SUBLEASE** - Participant shall not sublet the Booth or any equipment provided by Townsquare Live Events LLC, nor shall Participant assign this lease in whole or in part without prior written approval from Townsquare Live Events LLC .
8. **LIABILITY** - This agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between Townsquare Live Events LLC and Participant. Participant shall indemnify, defend, and hold harmless Townsquare Live Events LLC, Venue, their parent corporations and affiliates and their respective officers, directors, employees and representatives, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, costs and expenses, including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses, arising out of or resulting from (a) any breach of any representation, warranty, covenant, obligation or other agreement contained in this Agreement; (b) out of any failure of Participant to comply with any applicable laws, statutes, ordinances or regulations; (c) any act or omission or negligence of Participant or its employees, agents, contractors or invitees; (d) any claim for personal injury or property damage or otherwise brought on behalf of any third party person, firm or corporation against Townsquare Live Events LLC and/or Venue as a result of or in connection with Participant's Booth which claim does not result from the active negligence of Townsquare Live Events LLC or Venue; (e) any announcements, advertisements or other commercial copy produced, provided or approved by Sponsor for broadcast on a station owned by Townsquare Live Events LLC or its affiliates, including proceedings or litigation alleging infringement, unlawful use or violations of copyright; and/or (f) any defect, alleged or real, in any product of Sponsor's sold or provided as samples to third parties by Sponsor or by Townsquare Live Events LLC as part of such party's responsibilities under this Agreement.. The foregoing indemnities shall survive the termination of this Agreement.
9. **CANCELLATION OR POSTPONEMENT OF EXPOSITION** - In the event that the Event is postponed due to any occurrence not occasioned by the willful or negligent conduct of Townsquare Live Events LLC or Participant, whether such occurrence by an Act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy to this Agreement, then the performance of the parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in the cancellation of the Event, the obligations of the parties under this Agreement shall be automatically terminated and all payments made under this Agreement shall be refunded to Participant, less a pro rata share of expense actually incurred by Townsquare Live Events LLC in connection with the Event. Townsquare Live Events LLC shall not be liable for any loss or damage to Participant which may be caused by or associated with any postponement or cancellation of the Event.
10. **DEMONSTRATIONS** - No demonstrations or solicitations shall be permitted outside of Participant's Booth, and no signs or placards may be displayed on persons or otherwise outside exhibit spaces without the written consent of Townsquare Live Events LLC.
11. **SECURITY/INSURANCE** – Townsquare Live Events LLC, the Venue or any officer, employee or staff member thereof assumes no responsibility for the safety of the property or Participant, his agents, or employees, from theft, damage by fire, accident, or any the cause. Participant is required to obtain and maintain at its sole expense, and represents and warrants to Townsquare Live Events LLC that it has, insurance and/or policy riders to cover all Booth contents and activities in amounts and from companies acceptable to Townsquare Live Events LLC in its sole discretion, including but not limited to commercial general liability insurance, automobile liability insurance and worker's compensation insurance with statutory limits, including employer's liability. Participant shall upon request provide Townsquare Live Events LLC with a copy of the certificate of insurance for each such policy described above.
12. **COMPLIANCE** - Participant assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized Local, State and federal governing bodies concerning rules and regulations and the display rules and regulations issued by Townsquare Live Events LLC and/or Venue.
13. **UNIONS** - Participant will abide by and comply with rules and regulations concerning local unions having agreements with Venue or with authorized contractors employed by Townsquare Live Events LLC.