

VENDOR AGREEMENT

This is an agreement between South Shore Entertainment LLC and _____ for the rental of **FAMILY FUN-d FEST vendor** space(s) at the **FAMILY FUN-d FEST** hosted by South Shore Entertainment LLC at the Carolina Entertainment Complex November 22, 2008. Please complete the contract below, read the terms and conditions, sign and return all pages of this contract with your full payment to South Shore Entertainment. South Shore Entertainment LLC will provide one 10'x10' outdoor booth space (space only). Cost for each 10'x10' space is \$25.00 for the day. Additional 10' x 10' spaces will be \$25.00 each. Food vendor shall pay 40 % of gross sales as the rental fee, but pays no Space Rental. Upon request we will provide tax-deductible receipt of your donations.

I agree to lease _____ (quantity) 10'x10' event space(s) at \$25.00 each.

Signature _____

Total Payment Due \$ _____

Full payment is required with your contract. Make checks payable to:

M.C.S.M. (Marion County School of Music)

Name of Company _____

Name of Applicant _____

Billing Address _____

City _____ **State** _____ **Zip** _____

Phone _____ **Cell** _____ **Fax** _____

Email Address _____

Description of Company and/or Product _____

Website _____

**MARION COUNTY SCHOOL OF MUSIC – MARION COUNTY PRIVATE SCHOOL
P.O. BOX 1895
Marion, South Carolina 29571
843-423-8166**

SSE Vendor Contract/Reservation

South Shore Entertainment LLC Vendor Terms and Conditions

1. Payment:

Payment in full must accompany this contract. Space is limited please call before mailing in contract to be sure space is available: MARION COUNTY PRIVATE SCHOOL 843-423-8166.

2. Space Assignment:

Space assignments will be made upon receipt of your reservation and fee.

3. Operation:

Vendors will keep their booths opened and staffed during the Festival's scheduled hours of operation. Set up hours will begin one hour prior to **event** start November 22, 2008 @ 11:00 am

4. Products and Exhibits:

No products bearing the South Shore Entertainment and/or Carolina Entertainment Complex name or logo or **event** logo may be sold or distributed without written permission of SSE LLC. SSE or CEC reserves the right to restrict the sale of or display of any items, which it deems objectionable. If, for any reason, any vendor's display/exhibit or its contents are deemed objectionable, the exhibit, product, or item will be subject to removal. This reservation shall include any person, thing, conduct, printed matter, or item of charter, that SSE and/or CEC considers objectionable for health or safety reasons, due to conflict with sponsors or other agreements, or for any reason SSE and/or CEC believes it is not in the best interest of the **event**.

Should such an eviction or restriction be enforced, SSE and/or shall not be held liable for refunding fees or funds for **vendor** rental, except at its own discretion. The hanging of banners outside of vending area is prohibited.

5. Management & Dismantling:

Should any **vendor**'s space remain unoccupied on the opening day or should any space be forfeited due to failure to make payment SSE reserves the right to rent said space to any other **vendor** or use said space in any other manner. However, this clause shall not affect the obligation of **vendor** to pay the full amount specified in this agreement for space rental, should management not re-sell the space. **Vendor** shall be solely responsible at its own expense, for installing and dismantling its own materials. **Vendor** shall repair any damages caused by dismantling and return the space to the same condition as received.

6. FIRE, SAFETY, AND HEALTH REGULATIONS:

Vendor agrees to comply with local, city, and state laws, ordinances and regulations covering fire, safety, health, and other matters. All exhibits/**vendor** equipment and materials will be reasonably located within the booth. Vendors will take necessary fire precautions.

7. Subletting of Space:

Vendor shall not assign, sublet, or apportion the whole or any part of the space assigned or have representatives, equipment, or materials from other firms other than his/her own in the **vendor** space without prior written authorization from SSE and/or CEC.

8. Liability Exclusion:

SSE and/ or CEC will take reasonable precautions to safeguard **vendor**'s property. However, SSE and/or CEC shall not be liable for loss or damage to the property from theft, fire, accident, or any other cause beyond its control. **Vendor** agrees to indemnify, protect, defend, and save and hold harmless SSE and/or CEC, its officers, directors, and organizers from any and all claims, demands, damages, and liability of whatsoever asserted by any person or persons arising out of the use of the **vendor**'s leased space by **vendor**, or the negligence or willful misconduct of **vendor**, its agents, employees or invites or a breach of this contract by **vendor** or its agents, employees or invitees. The **vendor**, on signing this agreement, expressly releases the SSE and/or CEC from any and all claims for loss, damage, or injury.