

This contract is for lease of outside vendor space for the **AVILLA FREEDOM FESTIVAL**

**Dates: June 20th, 21st and 22nd , 2019**

The Avilla Freedom Festival has hereby, on the above date leased to:

**NAME:** \_\_\_\_\_ **PHONE#:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**RATES:**

- \_\_\_\_\_ NON-CONSUMABLES \$50.00 (10X10) NO ELECTRIC
- \_\_\_\_\_ NON-CONSUMABLES \$60.00 (10X10) WITH ELECTRIC
- \_\_\_\_\_ CONSUMABLES 10% OF THE TOTAL FESTIVAL GROSS

For individual and exclusive use, space described as \_\_\_\_\_

FRONT FOOT NEEDED \_\_\_\_\_ ELECTRICAL, NEEDED \_\_\_\_\_

The agreed rental for lease of this space is \$ \_\_\_\_\_

1. No sub-letting is permitted without the approval of the A.F.F.
2. The display of all signs, pictures, the distribution of all advertising matter and literature of any character, the installation of all decorations and the alteration of the appearance of the space herein leased shall be at all times, subject to the supervision and ultimate control of A.F.F.
3. All selling must be conducted inside lessee's space. Lessee's salesperson and other employee's must not block midway or walkways or solicit from any other place than the space rented by them. The use of loudspeaker or other amplified equipment shall be subject to control by the A.F.F. Vendors selling or offering samples must display proper permits from Noble County Health Dept. in their booth.
4. In the event a mistake in space contracted for, the A.F.F. reserves the right to make a change in space as they deem necessary.
5. All exhibits are expected to be open during set times. June 20th. 4:00pm to 10:00pm, June 21st 4:00pm to 10:00pm and June 22nd 10:00am to 6:00pm or stay open till after the firework show. Due to safety reasons, there will be no tear down after 6:00pm till after firework show.
6. No exhibit shall be dismantled or removed until the closing date of the festival. Failure to comply will result in forfeit of deposit. You can either pack up on June 22nd 2019 at 6:00pm or will have to wait till the fireworks show is over due to safety reasons.
7. All electrical hookups or installations shall be acceptable to the A.F.F. electrician. The A.F.F. electrician must approve electrical load and any additional wiring cost will be charged to determine by him.
8. Lessee agrees that all exhibits, displays, materials, products and sales shall be consistent with the advancement of the purpose of the festival and if not, removed and subject to settlement at the exclusive determination of the A.F.F.
9. The A.F.F. assumes no liability for loss to property or by reason of any claim for personal injury. The lessee herein release and discharges the A.F.F. it's board, its component members and their successors from liability of any character and agrees to indemnify said parties from any and all liability by reason of injury to property and/or persons, in including death, which may occur within or upon the premises herein described in any manner connected with use thereof by lessee.
10. Certificate of insurance for liability and property damage in an amount acceptable to the A.F.F. MUST ACCOMPANY THIS CONTRACT.
11. A.F.F. AND Avilla Freedom Festival is same.
12. A.F.F. reserves the right to lease duplicate vendors.

13. The lessee hereby agrees to strict compliance with I:C 22-9-1-10 (Sec. 10 of the Indiana Civil Rights Act.) and further agrees that failure to comply with said law will constitute a material breach of this contract and that any liability for violation by you, your agents, employees, subcontractors, their agents and/or employees, shall be answered for you. Further, in compliance with I.C.22-9-1-2, all good, services, and/or facilities are to be provide without regard to race, religion, color, sex, national origin or ancestry and failure to comply with this requirement constitutes an assumption of any and all liabilities for failure to comply by yourself, your agents, employees, subcontractors, their agents and/or employees.
14. The undersigned hereby agrees to each and every provision set forth in the above contract for lease of space.
15. Attorney fee it is further understood and agreed by and between the parties hereto that in the event that either lesser or Lessees shall default in and Covenants by them to be herein kept, than in that event, the defaulting party shall be liable to the non-defaulting party for all court costs, including attorney's fees expended to enforce the terms of this agreement by the non-defaulting party.

Avilla Freedom Festival by \_\_\_\_\_ Date \_\_\_\_\_

Vendor \_\_\_\_\_ Date \_\_\_\_\_

Remit to:

AVILLA FREEDOM FESTIVAL

P O BOX 316

AVILLA, IN 46710

Ph.# 260-349-8809

Please make checks payable to Avilla Freedom Festival

If you have any questions please contact us via email at [avillafreedomfestival2014@gmail.com](mailto:avillafreedomfestival2014@gmail.com)