



Pocono Mountains Elvis Festival

Vendor Agreement
October 28 - 30, 2011

Vendor Booth Prices \$325.00 First 10' x 10' space \$275.00 Subsequent 10' x 10' spaces \$20 each additional table <i>Your first 10' x 10' space comes with one table, and 2 chairs. Each additional 10' space comes with one table. No pipe & drape or table linens will be provided.</i>	Setup / Breakdown House Setup: Thursday 10 AM – 5 PM Friday 10 AM – 3 PM Breakdown: Sunday after the finals (around 6:30 PM)
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Contact Name:	
Company Name:	
Telephone:	
Fax:	
Email:	
Web Site:	
Mailing Address:	
City, State, Zip:	
Signature: <i>(also required on second page or reverse of this page)</i>	

First 10' x 10' Space.....	\$325.00
Subsequent 10' x 10' Spaces (_____ # of spaces @ \$275.00 each =)	\$ _____
Additional Tables (one comes with each 10x10 booth) _____ @ \$20 each	\$ _____
Total	\$ _____

With my signature above and on the reverse of this (or the attached) page I confirm that I have read and agree to abide by the terms and conditions of this agreement.

I am a (check one):

Elvis Memorabilia Vendor

Is your merchandise licensed with EPE/Graceland? YES / NO (circle one)

Craft, Food or other Merchandise Vendor

Please attach a complete list of the items you will be selling when you submit this agreement. A certificate of insurance will be required prior to move in. Sherry Management, LLC reserves the right to limit or restrict the sale of duplicate vendor merchandise that is already being sold at the festival. *Craft Vendors may not sell any merchandise bearing the likeness of Elvis Presley® or any of the EPE, Inc. trademarks without advanced approval. Vendors found to be selling unlicensed merchandise will be asked to leave. No refunds will be offered.* Please check your returned, signed copy of this application for any changes to your list of items you intend to sell.

Check One:

My check is enclosed

You are authorized to charge the amount of this agreement to the following credit card:

Credit Card # _____

Name on card: _____

Billing Address: _____

Expiration Date: _____ / _____ / _____ 3 Digit Security Code: _____

Please mail the completed contract, signed on front and back, with payment and a list of items you will be selling to:

Sherry Management, PO Box 722, Lake George, NY 12845 or fax to 800-273-0448
Call Terry at 518-793-3374 (Days) or 518-796-4986 (Mobile) or email Terry@ElvisFests.com with questions about vending Elvis Memorabilia

Contract: The Vending Space Contract, when properly executed by the Vendor and accepted in writing by **Sherry Management, LLC** shall be considered a binding contract between the two parties, subject to the rules and regulations set forth below.

Insurance: The Vendor shall insure their own Exhibit and display materials. **The Venue and Sherry Management, LLC** shall not be liable for damage, theft, or loss by fire, accident or any other destructive causes, whether the result of negligence or otherwise, to any and all Vendor's properties. **The Venue and Sherry Management, LLC** assumes no liability for any injury that may occur to visitors to the Exhibition, Vendors, or their agents and employees, or others. Vendors, their agents and employees agree to make no claims against **The Venue or Sherry Management, LLC**, its employees, or agents, for injuries, damages, or loss incurred in connection with the show except for breach of contract by **Sherry Management, LLC**.

Sales Tax: Vendors selling taxable merchandise or services must register as required by state law and hold a valid certificate of authority. **Sherry Management, LLC** assumes no responsibility for collecting sales tax on Vendor's behalf.

Space Assignments: **Sherry Management, LLC** will make assignments of space, guided by date of receipt of properly completed contract, by requirements of individual Vendors and their choice of location. Some priority will be given to previous Vendors. **Sherry Management, LLC** reserves the right to rearrange floor plan and/or relocate Exhibit during set up, for any reason.

Subletting: The Vendor may not assign their space to another without the express written consent of **Sherry Management, LLC**. The Vendor may not share his space with another without the express written consent of **Sherry Management, LLC**.

Exhibit: A complete list of products/services offered must be listed on the front of this contract or attached hereto. All products must follow all licensing requirements placed on **Sherry Management, LLC**. *For the purposes of an Elvis Festival, all products requiring licensing must be approved by Elvis Presley Enterprises.*

Hours: All Exhibits must be open and staffed during the Event's hours. No late move-in or early move-out will be allowed. Failure to comply will jeopardize your acceptance into future shows.

Display: No Vendor will be permitted to display, nor conduct any business outside the confines of the assigned booth space. All flammable material must be flame proofed before being taken into the Venue. No attachment shall be made to any part of the building, or any of the furnishings or fixtures therein, without permission of the promoter.

Smoking: No smoking is permitted in the Venue at any time. No open fires or burning embers are permitted.

Sound Systems: The use of sound systems are prohibited during any performances and you may be requested to turn off sound systems at any time. Sound systems are generally permitted during intermissions but may not be audible more than 2' from the booth.

Cancellation: No cancellations will be honored within thirty days of move-in. Written cancellations postmarked 30 days prior to move-in will receive a refund, less \$100 per space handling fee.

Available Services: On behalf of the Vendors, **Sherry Management, LLC** may designate mandatory contractors to perform specific services or functions in relation to the Event.

Labor: No union regulations apply and Vendors may install and dismantle their own display at their own risk.

Electrical: A single 110 volt or 220 volt outlet is available at your booth and is included in the rental price. If you split the incoming power and it is not adequate to your needs, you will be billed for additional electrical outlets at the cost of \$50 each for 110 volt and \$75 each for 220 volt. All electrical services are provided by the Venue. Vendor should bring lighting appropriate for their display.

Cleaning and Maintenance: The Venue will provide cleaning and maintenance to all common areas. The Vendor is responsible for the cleanliness and maintenance of their space.

Garbage Disposal: Regular bagged trash may be placed in front of the Vendor's space at the close of each day and will be picked up by the Venue. Disposal of excessive cardboard or other garbage is the responsibility of the Vendor. Please contact Event management for arrangements.

General Conditions: The Vendor shall comply with all fire laws, electrical codes and other rules, regulations, codes or statutes with respect to the installation, conduct and disassembly of their Exhibit, and with all reasonable requests of **Sherry Management, LLC** and the Venue. The premises are licensed on an "as is" basis, and **Sherry Management, LLC** will not be liable for preexisting conditions of the premises or for conditions arising during the period of the license. The Vendor shall return the premises in as good condition as they were received.

Sherry Management, LLC shall in no Event be liable to the Vendor in the excess of the consideration paid by the Vendor, exclusive of the deposit, for breaches of contract or tortious conduct by **Sherry Management, LLC**, by its agents, representatives, or independent contractors, whether acting within or without the scope of authority, or by agents, representatives or independent contractors of any legal entity or enforcement authority, or by the general public. Anyone visiting, viewing or otherwise participating in the Vendor's Exhibit is deemed to be the invitee or licensee of the Vendor rather than the invitee or licensee of the Event. **Sherry Management, LLC** and the Venue shall not be liable for injury of any type, for any cause, to property of the Vendor or to the persons conducting or otherwise participating in the conduct of the Exhibit or to invitees or guests of the Exhibit.

The Vendor shall indemnify and hold **Sherry Management, LLC** and the Venue harmless from any such liability. The Vendor assumes full responsibility for liability resulting directly or indirectly or jointly, from other causes which arise, because of the actions or omission of its agents, employees or independent contractors, whether acting within or without the scope of authority.

There is no other agreement or warranty between the Vendor and **Sherry Management, LLC** except as set forth in this document. The rights of **Sherry Management, LLC** under this contract shall not be deemed waived, except as specifically stated in writing and signed by an authorized representative of **Sherry Management, LLC**. If any portion of this contract is deemed invalid, this shall not invalidate the remainder of the contract.

This contract is made and accepted in the State of New York, County of Warren, and the laws of New York shall control the construction, interpretation, validity, and enforceability of this contract as if all relevant aspects of the contract existed in New York. The Vendor hereby consents to the jurisdiction of the Courts of the State of New York with respect to any right of action arising under this contract. The Vendor shall be liable for reasonable costs and attorney's fees incurred by **Sherry Management, LLC** in an attempt to negotiate, arbitrate or litigate any dispute.

Vendor's Signature

Date

FOR OFFICE USE ONLY

Accepted:

Authorized Signature

Date

Payment Method: