

TERMS AND CONDITIONS

HOLD HARMLESS AGREEMENT

The undersigned, in consideration of permission that is being granted for the use of the premises for this show, do hereby agree to indemnify and hold Central Kitsap School District and Brownsville Parent Teacher Student Association (PTSA) and all its officers, principals, agents, and employees harmless for any liability whatsoever for injuries to persons and/or damage to property, lawsuit arising from, or loss or theft of property occasioned by the use and occupancy by the undersigned, its employees or its representatives, of the premises or any sidewalk or parking lot adjacent thereto on the date or dates indicated.

RELEASE AND WAIVER OF CLAIMS

I also release and waive any claims and agree to hold Central Kitsap School District and Brownsville PTSA harmless from any damage or loss to any personal property I shall bring upon the premises of this show, in conjunction with my exhibition or art objects, food, or products to sell at such premises, whether such loss or damage results from water, fire, theft discoloration, deterioration, natural disaster, war, riot disturbance, breach of the peace, acts of God, or any other cause whatsoever.

EXHIBITOR HOURS

Management shall determine and publicize the exhibit hours that the building will be open to the public during each day of the event. Exhibitors will be admitted to the facility one hour prior to Fair open times. Exhibits must be in place 15 minutes before the opening of the Fair. No exhibitor will be allowed to pack-up or dismantle prior to closing and must be out of the facility within 3 hours after closing. **NO EXCEPTIONS.**

ALCOHOLIC BEVERAGES

Exhibitors and their employees or agents, shall not consume any alcoholic beverages on the premises of the Fair. Violations shall be grounds for removing exhibitors and his/her exhibit from the show without refund.

RESTRICTIONS

The management reserves the right to remove exhibits without refund that have been falsely entered, that are deemed by the management as unsuitable or objectionable or that have not met agreed upon payment dates. This restriction applies to, but is not limited to: noise, PA systems, persons, animals, birds, things, conduct, printed matter, or anything of a character that might be objectionable to the Fair or to the management.

AISLES

The aisles, passageways and overhead spaces remain under the control of the management and no sign, decorations, banners, advertising matter or exhibits will be permitted in those areas except by written permission of the management.

BOOTHS

All exhibits and their personnel must remain within the confines of their own spaces and no exhibitor will be permitted to erect signs, or display products which obstruct the view, occasion injury, or disadvantageously affect the display of other exhibitors. All demonstrations and distribution of circulars and promotional materials must be confined to the limits of the exhibitor's booth. Exhibits which include the operation of musical equipment, radios, sound motion picture equipment public address systems, or any other noise making machines **MUST** be operated so that the noise resulting there from will not annoy or disturb adjacent exhibitors and other patrons and **MUST** be approved

by the management. Exhibitors are required to have their exhibit space neat and orderly at all times. An attendant must be in charge of each display during show hours.

INDEMNIFICATION

The exhibitor or lessee (hereinafter called lessee) shall indemnify Central Kitsap School District and Brownsville PTSA against and hold them harmless from any claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees, arising from or connected with or resulting from the activities of the exhibitor, including, without limitation, the manufacture, selection, delivery, possession, use, operation, display, sale, or return thereof. Without limiting the generality of the sentence, the lessee expressly and unequivocally agrees to indemnify and hold them harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities including attorneys' fees arising out of or relating to any alleged negligent acts of Central Kitsap School District or Brownsville PTSA, or any claim or negligent acts arising out of or related to any strict liability in tort, defect or claiming to have any defect. It being agreed that the lessees shall inspect any foodstuffs and products or related items and remedy any defect whatever, the lessee expressly and unequivocally agrees to be held responsible for any and all negligent defects and for strict liability in tort imposed upon Central Kitsap School District and Brownsville PTSA for allowing the exhibitor to display, sell or otherwise distribute in any way his product or foodstuff or related item in defective condition.

ATTORNEYS' FEES

If a civil action arises between the parties out of this agreement or to enforce any of its provisions, the losing party shall pay the attorneys' fees for the prevailing party as trial court may adjudge reasonable and if any appeal is made from any judgment to the trial court the losing party shall pay the amount that the appellate court shall adjudge reasonable, as well as the prevailing party's attorneys' fees on appeal.

LICENSES

Any and all city, county, state or federal licenses, inspections, or permits required by law of any exhibitor in the installation of or operations of a display shall be obtained by the exhibitor at his/her own expense prior to the opening of the show.

COMPLETE AGREEMENT

This agreement contains all of the terms and conditions agreed upon by the parties thereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or bind any of the parties hereto.

ALL EXHIBITORS MUST COMPLY WITH ORDINANCES, REGULATIONS, AND FIRE MARSHAL AND/OR AREA HEALTH DEPARTMENT INSTRUCTIONS. FOR ANY INFORMATION, CONTACT THE APPLICABLE OFFICE.

Signature

Date