

Companion Walk For Animals

Tri-County
Humane Society
Adopt • Donate • Volunteer

2024 Vendor/Exhibitor Agreement

- 1) This contract binds the Vendor or Exhibitor to the date, deadlines, and payment in full for a 10 x 10 foot space at the event.
- 2) No refunds will be granted for cancellations within 30 days of the event.
- 3) The event will be held rain or shine, and there will be no refund of fees due to weather.
- 4) Vendor or Exhibitor agrees to furnish a table, chairs, rain cover if needed, and personnel necessary to operate space.
- 5) Vendor or Exhibitor agrees to **be set up at Wilson Park and ready to go by 9:00 a.m. and remain set up until the event ends around 2:00 p.m.**
- 6) There will be no sales of merchandise or collection of donations by any Exhibitor.
- 7) Compliance, Security, Non-Discrimination: Vendor or Exhibitor, at its sole cost, will secure all required licensing and permits and will in all other respects comply with all laws, codes, and regulations including requirements of state and local fire safety codes or ordinances applicable to the Walk Site, State and Federal requirements under the Americans with Disabilities Act and other laws that address non-discrimination and access to public facilities, and be in compliance with all applicable policies and procedures of Tri-County Humane Society with respect to use of the Walk Site. Specifically, Exhibitor and its employees, volunteers, guests, event participants, and agents ("Exhibitor Agents") will comply with all Tri-County Humane Society policies and procedures for security and safety related to the operation of the Companion Walk. Exhibitor Agents will not bring items, materials, or substances on to the Walk Site that are prohibited under Tri-County Humane Society's policies or the law. Tri-County Humane Society will provide Vendor/Exhibitor with copies of pertinent policies and procedures relevant to this Agreement and its use. In the use of the Walk Site, Exhibitor will not discriminate against any person because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, height, weight, marital status, veterans' status, physical or mental disability, or any other factors prohibited by applicable law.
- 8) Vendor or Exhibitor assumes any and all liability for any loss, damage, or destruction to the property of Vendor or Exhibitor or that of the Walk Site, or other property placed or brought upon the premises by Vendor or Exhibitor, or on its behalf.
- 9) Tri-County Humane Society provides no insurance on account of, or for the benefit of Vendor or Exhibitor, or its exhibits. Vendor or Exhibitor is and shall remain solely responsible for insuring its property and its liability obligations under this agreement and as otherwise may be imposed by law, or its exhibits.
- 10) Indemnification: Vendor or Exhibitor shall defend, hold harmless, and indemnify Tri-County Humane Society and its officers, directors, employees, and agents (collectively the "Tri-County Humane Society Indemnities") from and against any and all claims, actions, damages, liabilities, costs and expenses, specifically including, without limitation, reasonable attorneys fees and costs arising out of any acts or omissions of Vendor or Exhibitor, Vendor or Exhibitor's Agents, or any other persons in the performance of this Agreement; arising from or relating to Vendor or Exhibitor's breach of any of the terms or conditions of this Agreement; or arising from any use of the Walk Site by Vendor/Exhibitor or Vendor/Exhibitor's Agents or any other person or entity.
- 11) Any and all City, County, Municipal, State or Federal licenses, inspections or permits as required by law of any Vendor or Exhibitor for the installation or operation of its display shall be obtained by the Exhibitor at its own expense prior to the Companion Walk.
- 12) Tri-County Humane Society, its directors, employees, volunteers and officers will not be responsible for any injury, loss or damage that may occur to the Vendor/Exhibitor or the Vendor/Exhibitor's employees or property from any cause whatsoever.
- 13) Tri-County Humane Society reserves the right to refuse any Vendor or Exhibitor — or to terminate this Vendor/Exhibitor Agreement in its sole discretion. Such termination will be without any liability to Tri-County Humane Society.

The Vendor or Exhibitor, upon signing the Vendor/Exhibitor Form, expressly releases Tri-County Humane Society and all others covered by the terms of this Agreement from any and all claims for loss, damages or injuries. Tri-County Humane Society shall not have liability for any damages whatsoever (including loss of profits or loss of goodwill) resulting from, arising out of, or in connection with the use or inability to use the Walk Site even if it had been advised of the possibility of such damages or should have known of the possibility of such damages and whether such liability is based in contract, tort, negligence, strict liability, products liability, or otherwise

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