

# AAHH! FEST 2016

BY COMMON

*....let the city breathe and enjoy itself!*

## FOOD TRUCK VENDOR APPLICATION

### Contact & Business Information

All information is required-

Legal Name of Business ("Vendor"): \_\_\_\_\_

DBA: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Day Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Onsite Contact Name & Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

EIN or SS# \_\_\_\_\_

Illinois Sales and Use Tax # \_\_\_\_\_

If you do not have a Sales and Use Tax, Seller's Permit # please visit <https://mytax.illinois.gov/> /

Have you every participated in an outdoor festival? \_\_\_\_\_ Yes \_\_\_\_\_ No

### Additional Items Required

- A copy of your Summer Festival Food Vendor Sanitation Certificate
  - o To obtain a Summer Festival Food Vendor Sanitation Certificate, please visit

- <http://www.illinoisrestaurants.org/?page=SummerFestivalCertif>
- A copy of your most recent health inspection report (within the last 6 months)
- A copy of state issued photo identification of person filling out this agreement

**DETAILED DESCRIPTION OF FOOD ITEMS TO BE SOLD:**

SPECIFICALLY and INDIVIDUALLY list ALL food or sundry items requested to be sold. Please list four (4) preferred items to sell, and up to four (4) alternatives.

NO BEVERAGES are to be sold by food vendors unless preapproved in writing by AAHH! FEST.

**PREFERRED ITEMS**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**ALTERNATIVE ADDITIONAL ITEMS *(if applicable)***

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Use an additional sheet and include such sheet with this application if additional space is needed for description.

## INSURANCE REQUIREMENTS

Vendor shall secure, at Vendor's sole cost, the following insurance, which shall remain in full force and effect for the duration of the Festival: (a) Worker's Compensation insurance in accordance with the requirements of the applicable Illinois laws; (b) Employer's Liability insurance in accordance with the requirements of the applicable Illinois laws; (c) Comprehensive general liability insurance containing limits of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate per event for bodily injury and property damage; (d) All-risk property insurance providing coverage for the full value of the equipment and other property owned or controlled by Vendor during the Festival; (e) Owned and non-owned automobile liability insurance not less than One Million Dollars (\$1,000,000) per occurrence; (f) Products and completed operations insurance; and (g) any other insurance as reasonably requested by AAHH! FEST. Said insurance shall name AAHH! FEST LLC, 209 East 31st Street New York NY 10016, and any other parties requested by AAHH! FEST as additional insured's on a primary non-contributory basis. Vendor shall submit current insurance certificates with this application; otherwise this application will be deemed incomplete and will not qualify for consideration for inclusion in the festival. AAHH! FEST's failure to request, review or object to the terms of such certificates shall not be deemed a waiver of Vendor's obligations or AAHH! FEST's rights hereunder. All insurance shall be procured and maintained continuously throughout your onsite activities. The failure to maintain the required insurance and/or the failure to name all requested parties as additional insured's shall be deemed a material breach of this Agreement.

The following information shall be included on the insurance certificate, exactly as it appears here: Description: For participation in AAHH! FEST Music Festival, to be held September 24<sup>th</sup> & 25<sup>th</sup> Union Park, Chicago, IL.

Insured on a primary and non-contributory basis are AAHH! FEST, Juan and Only Events, Inc., Chicago Park District ("Local Promoter"), Inc. Certificate Holder: AAHH! FEST LLC, 209 East 31st Street New York NY 10016.

## FEE WORKSHEET

### **Food Vendor Event Booth Space:**

Please Check One:

\_\_\_\_\_ Food Truck \$2,500

\_\_\_\_\_ Early Applicant Food Truck space \$2,200

*(vendor must be fully paid and confirmed by June 15, 2016 to be eligible for discount)*

### **Propane:**

Food trucks are not allowed to bring more propane than legally allowed on a food truck. Food trucks requiring additional propane will have to purchase from AAHH! FEST for a fee of \$1,500

### **Electricity:**

Electricity will not be provided.

### **Meal Vouchers**

Vendor agrees to accept as payment up to (100) meal tickets free of charge. Tickets over 100 can be redeemed at the conclusion of the event for \$5 a piece. If vendor elects to opt out of the meal vouchers, there will be an additional \$750 charge.

### **Food Vendor Fee Calculation**

Event Booth Space Cost	\$ _____
Propane Cost	\$ _____
Opt Out: <i>Staff Meal Voucher Additional \$750</i>	\$ _____
<i>Event Booth Space Sub-Total.....</i>	\$ _____

## PAYMENT

Application must be submitted by **August 1<sup>st</sup>, 2016** in order to receive consideration. The submission of application in no way guarantees the acceptance of your application nor obligate AAHH! FEST, LLC, (“AAHH! FEST”) to allow you to vend at that the 2016 AAHH! FEST Music Festival. Applications are processed on first come, first serve basis.

\*Submission of an application does NOT guarantee acceptance into the festival. Only a confirmation letter signifies acceptance into the festival. Confirmation e-mail will be sent to accepted vendors by no later than **August 23rd, 2016**.

**Payment MUST be received within 7 days of application being approved or acceptance will be forfeited.**

Acceptable forms of payment:

- Make checks/money orders payable to: AAHH! FEST, LLC
- Credit card payments are accepted but will incur additional 4% service charge
- ACH or Wire (please request information)

AAHH! FEST

Attn: Junito Harris, Jr.

AAHH! FEST VENDOR APPLICATION

1136 S. Delano Court West Suite B201 Chicago, IL 60605

[Junito@juanandonlyevents.com](mailto:Junito@juanandonlyevents.com)

## REQUIRED MATERIAL CHECKLIST

Please use the following checklist to ensure your application can be processed. Your application will NOT be processed without ALL of the following information:

\_\_\_\_\_ Completed Festival Food Vendor Application Form\*

\*Submission of an application does NOT guarantee acceptance into the festival. Only a confirmation letter signifies acceptance into the festival. Confirmation letters will be sent to accepted vendors by no later than **August 23rd, 2016.**

\_\_\_\_\_ Copy of current Summer Festival Food Sanitation Certificate

\_\_\_\_\_ Copy of current health inspection (must be dated on or after January 1, 2016)

\_\_\_\_\_ completed Temporary Food Vendor License Application (attached)

\_\_\_\_\_ Certificate of Insurance, with additional insured requirements fully met.

\_\_\_\_\_ Photocopy of applicants Government issued Identification Card (State ID or Drivers License)

## RULES AND REGULATIONS

1. **LICENSE.** It is understood by the parties that if AAHH! FEST accepts Vendor into the festival, this Food Vendor Application (the "Agreement") constitutes a license to use space at the festival, subject to the terms and conditions contained herein.
2. **CONTRACT CANCELLATION.** AAHH! FEST reserves the right to cancel this Agreement at any time for any reason, in the sole discretion of AAHH! FEST or any of its agents and/or due to the cancellation of the event by any third party. In the event of a cancellation, subject to the terms of section 22, Vendor will receive a refund.
3. **EXCLUSIVITY.** AAHH! FEST does not guarantee exclusivity to Vendor.
4. **BEVERAGES.** Absolutely no beverages to be sold by food vendors unless preapproved in writing by AAHH! FEST.
5. **BOOTH PLACEMENT.** AAHH! FEST reserves the right to relocate Vendor at any time, notwithstanding the fact that Vendor was assigned specific space.
6. **WATER.** Unless otherwise specified, running water is not provided
7. **ELECTRICITY.** Vendor is not allowed to bring on to the ground and/or use electrical generators, including but not limited to personal or small portable generators, except as specially provided by AAHH! FEST.
8. **MUSIC.** No recorded or live music may be played by Vendor on the grounds without the prior written consent of AAHH! FEST.
9. **DRILLING.** Drilling into the any surface, including but not limited to the street or sidewalk is strictly prohibited. Violators are subject to fine of \$300.00 plus the cost to repair all damage and/or loss of vending privileges without refund.
10. **SET-UP AND TEARDOWN.** Vendor is responsible for set-up, and takedown and cleanup of his/her stand. Vendor shall be responsible for providing all necessary equipment and materials for set-up and takedown. Subject to police restrictions on the use of vehicles on the street, vehicles will be allowed on the street solely for Vendor's set-up prior to the event and takedown once festival closes. Unless otherwise noted in writing, parking is not provided to Vendor. Load-in/set-up times shall be determined solely by AAHH! FEST and will be provided in the confirmation letter sent to Vendor prior to the event. Vendor must remove its vehicles immediately after unloading merchandise. AAHH! FEST shall not be responsible for any items left behind after takedown and any such items shall be deemed abandoned. As such AAHH! FEST shall be entitled to dispose of any such items in its sole discretion without any liability to Vendor and/or any other party.
11. **TRASH DISPOSAL.** Each space must be kept clean throughout the event and left clean each night. Trash receptacles and bags will not be provided. Vendor must provide necessary trash receptacles and bags for garbage inside the booth. Trash (in bags) will be picked up from the booth. All garbage left unbagged will be subject to fine of \$800.00 plus any cost related to cleaning up such garbage and/or loss of vending privileges without refund. Sidewalks must be left unobstructed unless otherwise indicated.
12. **TENTS.** All tents, booths or canopied will be supplied by AAHH! FEST.
13. **SPECIAL WASTE.** All grease, charcoal and other similar materials must be disposed of properly and must not be left in the street, park or poured down a sewer. Any Vendor who improperly disposes of waste will be subject to a fine of \$800.00 plus the cost of proper disposal of such waste and/or loss of vending privileges without refund.

14. **BOOTH INSPECTION.** A staff member and/or representative of AAHH! FEST will review the space each night with Vendor also consents to inspection of Vendor's space by any party, including but not limited to city officers, state officials or representatives of the venue.
15. **FOOD ITEM APPROVAL.** AAHH! FEST reserves the right to determine, in its sole discretion, which products will be sold by Vendor. Vendor reserves the right to reject any item that it has previously approved. Violations will result in cancellation of this Agreement and loss of use of the event space, with no refund of any fees.
16. **ITEMS FOR SALE.** Vendor shall not change any items for sale once the application has been filed. Vendor shall ensure that no product bearing AAHH! FEST's, the event (or any party related thereto) or any artist or other party performing at the event's trademark, name, likeness, logo or reference to such is sold or distributed by Vendor.
17. **BUSINESS CONDUCT.** Vendor and its employees must maintain the highest degree of professionalism in its booths and on event grounds at all times. Vendor shall ensure a) that there is a manager on duty at all times; b) that at least one person is manning the Vendor's area at all times; c) that no "Hawking" (soliciting of festivals patrons by use of bull horns, oral solicitation, customer incentives, or perceived added value in exchange for business) any kind is permitted; d) that no alcoholic beverages may be consumed by any Vendor and/or Vendor's staff during work hours; e) that no smoking is allowed in the concession units; and f) that Vendor and all of its staff is informed that they are prohibited from bringing and contraband on the event site or vending contraband at the Event. For purposes of this paragraph, contraband includes but is not limited to: firearms, knives or other weapons, drugs, drug paraphernalia, nitrous oxide, alcohol and any other item which staff would be prohibited by law to possess or bring to the event site. Vendor shall also ensure that it and its entire staff will conduct themselves in a courteous and professional manner. If Vendor and/or any its staff violates this provision or any other provision of this agreement, AAHH! FEST shall be entitled to immediately remove such staff from the event and/or subject Vendor to the loss of vending privileges without refund. Vendors shall be entitled to a preapproved amount working credentials for itself and for its staff. All credentials are non-transferable and are used for working staff only, i.e. no staff credentials shall be given to any family members, friends or other persons not directly working on the event. Vendor and all parties working for vendor must comply with all applicable laws, rules and all other regulations, including but not limited to those of the event, the City of Chicago and the State of Illinois. Vendor shall ensure that it has adequate points of sale to cover all sales and provide fast, efficient, and courteous service. Vendor shall be solely responsible for any lost, missing or otherwise unaccounted for cash and Spring Awakening shall not be responsible for a theft of cash, equipment and/or products. Vendor shall ensure that it has appropriate amounts and denominations of cash to ensure that it is able to provide change for all of its transactions. Vendor shall not assign, sublet, or apportion the whole or any part of the space assigned or has representatives, equipment, or materials for firms other than its own in the exhibit space. If a Vendor check is returned, Vendor will be charged \$80.00, and AAHH! FEST may cancel this Agreement in its sole discretion without refund.
18. **INDEMNIFICATION.** Vendor hereby indemnifies and holds harmless AAHH! FEST, Juan and Only Events, Inc., CHICAGO PARK DISTRICT, (and their subsidiaries, parent and affiliate companies, joint ventures, successors, licensees, agents, assigns and their respective principals, officers, directors, employees and representatives) (Collectively, the "Indemnified Parties") from and against any and all third party claims, losses, liabilities, suits, damages, causes of action and costs (including reasonable court costs, expenses and third party legal fees and expenses) suffered or incurred by the Indemnified Parties arising out of, connected with, or as a result of: (i) Vendor or any Vendor's representatives, independent contractors, employees, agents, and assigns' negligence; and/or (ii) Vendor or any of Vendor's representatives, independent contractors, employees, agents, and assigns' actions or omissions in connection with the event or breach of this agreement or any of Vendor's representations and warranties hereunder, except for those liabilities, damages and expenses arising from the gross negligence and/or willful misconduct of AAHH! FEST. AAHH! FEST and/or any party related thereto shall not be responsible for any damage or loss to any of Vendor's property or equipment. In addition, Vendor, on behalf of itself and all parties related to Vendor, does expressly release AAHH! FEST and all parties related to AAHH! FEST from all claims for loss, damage or injury arising from any cause whatsoever.



19. **CANCELLATION/REFUND.** (a) The fees paid by Vendor hereunder are only refundable to Vendor if Vendor is not selected to participate in the event or if the event is canceled by AAHH! FEST for reasons solely within its control. For the sake of clarity, if the event is canceled for reasons beyond the control of AAHH! FEST, including but not limited to weather, acts of God, acts of governments, civil disturbances, war, acts of terrorism, riots, insurrections, quarantine, customs regulations, epidemics, criminal activity, natural disasters, boycotts, strikes, lockouts, cancelation of the event by a public official, cancelation of the event by the venue or other labor unrest Vendor shall not be entitled to a refund of any of the fee. Vendor shall not be entitled to any refund if its vending privileges are revoked due to Vendor's violation of any rules, laws and/or regulations and/or any breach of this agreement. (b) If Vendor cancels this Agreement, Vendor may be entitled to a refund as follows:

A \$100.00 nonrefundable administration fee (the "Admin Fee") will be applied to any application cancelled by Vendor.

A cancellation made by Vendor before July 1<sup>st</sup>, 2016 will receive full refund less the Admin Fee.

A cancellation made by Vendor between July 2<sup>nd</sup> and July 30<sup>th</sup> will receive a refund of fifty percent (50%) of total fees then paid, less the Admin Fee.

A cancellation made by Vendor after July 31<sup>st</sup> (including the day of the event) will NOT be entitled to a refund.

All refund checks will be made out to the account holder listed on the initial payment to AAHH! FEST unless specified otherwise.

20. **Marks/Filming:** Vendor warrants and represents that it is the sole and exclusive owner or otherwise controls or is authorized to use all rights in and to Vendor's trademarks and trade names, if any, (the "Marks"). You hereby grant AAHH! FEST and its designees a worldwide, limited, non-exclusive license to use the Marks to identify you as an event participant. By participating in the event, Vendor expressly authorizes and Vendor's employees, independent contractors, representatives, agents, or assigns expressly agree, to the taping, recording and/or other fixation of the event and the inclusion of Vendor or any of Vendor's employees, independent contractors, representatives, agents or designees 'names, marks (including but not limited to the Marks) or images in such fixation, and that the results of such filming and/or taping shall become the intellectual property of AAHH! FEST, and AAHH! FEST shall solely own and control all rights contained therein. Vendor does hereby grant, and shall ensure that Vendor's employees, independent contractors, representatives, agents and assigns grant to AAHH! FEST a worldwide, non-exclusive, irrevocable, perpetual and royalty-free license to use Vendor and Vendor's employees, independent contractors, representatives, agents and assigns 'names, likenesses, images, logos, and trademarks, (including but not limited to the Marks) in connection with the event and any and all marketing and publicizing thereof, without any additional payment whatsoever. Vendor and its employees, independent contractors, representatives, agents, or assigns shall have no right to film, photograph or otherwise record the Festival or any part thereof.

21. Vendor on behalf of itself and all parties related thereto, including but not limited to its owners, employees and independent contractors, hereby authorizes AAHH! FEST to conduct a background check, which may include a "consumer report," an "investigative consumer report" and/or a criminal background check prepared by AAHH! FEST or by a third party, including but not limited to local authorities or officials. As

part of such background check, you may be required to sign additional documents and authorizations related to such background check. This agreement is contingent upon your cooperation with such background check and AAHH! FEST's satisfaction, in its sole discretion, with the results of such background check.

22. **Notice:** All notices given to you hereunder shall be addressed to Vendor at the address set forth on the first page of this agreement or at such other address as Vendor shall designate in writing from time to time. All notices to be given to AAHH! FEST hereunder shall be addressed to AAHH! FEST at AAHH! FEST, LLC, 1136 S. Delano Court West Suite B201 Chicago, IL 60605 or at such other address as AAHH! FEST shall designate in writing from time to time. All notices shall be in writing and shall either be served by personal delivery (provided that a written receipt shall be obtained indicating that such delivery was made), overnight mail with signature confirmation or certified mail (return receipt requested), all charges prepaid. Notices shall be deemed to have been received one (1) business day after being sent if sent by overnight mail or via hand delivery, and three (3) business days after being sent by registered or certified mail.
23. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the parties to this Agreement. It is understood and agreed that in entering into this agreement, Vendor has the status of an independent contractor and as such assumes all responsibility for all taxes, including but not limited to withholding taxes, Social Security and State taxes and all insurance, including but not limited to public liability and Worker's Compensation Insurance and insurance coverage to, from and during the Event and for accident or injury to itself, its employees, licensees, agents or assigns, and/or their equipment. Nothing herein contained shall contemplate or constitute Vendor, its representatives or agents as AAHH! FEST employees, partners or joint ventures. Vendor shall be solely responsible for paying for and timely filing all taxes, including but not limited to sales and use taxes. Upon AAHH! FEST's request Vendor shall provide AAHH! FEST with proof of such tax filings. No representation, promise or inducement has been made by either party that is not embodied in this agreement, and neither party shall be bound by or be liable for any alleged representation, promise or inducement not so set forth. This agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated except by both parties. A waiver by either party of any term or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party. If any provision of this Agreement shall be held void, invalid or inoperative, no other provision of this agreement shall be affected as a result thereof and, accordingly, the remaining provisions of this agreement shall remain in full force and effect as though such void, invalid or inoperative provision is not contained herein. This agreement may be executed in counterparts, which together shall constitute one and the same agreement. This agreement shall be construed under and in accordance with the laws of the State of Illinois without giving any effect to the choice of law principles in the State of Illinois. The parties hereto submit to jurisdiction of the courts of Chicago, IL.
24. **Legal Counsel:** This Agreement contains important legal terms and rights that affect Vendor and Spring Awakening has advised Vendor to seek independent legal counsel. Vendor acknowledges that it has been represented by an independent attorney of its choice in connection with the negotiation of this Agreement.

**EXECUTION**

By signing this agreement, Vendor hereby acknowledges and accepts all terms and conditions of this Vendor Application, which will be considered a legal contract between Vendor and AAHH! FEST.

1. Vendor Name \_\_\_\_\_

2. Signature Date \_\_\_\_\_

3. Print Name and Title of Signor \_\_\_\_\_

## COMPANY STANDARD TERMS AND CONDITIONS

This document is the “Standard Terms and Conditions ” of AAHH! FEST, LLC (“Company”), and is incorporated by reference into purchase orders or other contracts, including contracts created through an exchange of emails or other correspondence, (individually a “Purchase Order” and collectively, “Purchase Orders”) entered into on behalf of Company for the purpose of producing the event named in Purchase Order (the “Event”). These Standard Terms and Conditions are applicable to each Purchase Order entered into on behalf of Company that references these Standard Terms and Conditions, and, by accepting the Purchase Order, the other party to the Purchase Order (the “Contractor ”) agrees on behalf of itself, employees contractors and agents that it has read, understands and agrees to be bound by these Standard Terms and Conditions.

1. IN THE EVENT OF ANY CONFLICT BETWEEN THESE STANDARD TERMS AND CONDITIONS AND ANY OTHER DOCUMENT (INCLUDING THE PURCHASE ORDER AND ANY EXHIBIT ATTACHED THERETO OR HERETO), THE TERMS OF THESE STANDARD TERMS AND CONDITIONS SHALL GOVERN, EXCEPT TO THE EXTENT THAT SUCH OTHER DOCUMENT IS SIGNED ON BEHALF OF COMPANY EXPRESSLY MAKES REFERENCE TO THESE STANDARD TERMS AND CONDITIONS AND EXPRESSLY STATES THAT SUCH DOCUMENT, OR PORTIONS THEREOF, ARE INTENDED TO SUPERSEDE ALL OR A PORTION OF THESE STANDARD TERMS AND CONDITIONS.

2. Goods and Services. Contractor shall provide all goods and services specified in the Purchase Order (the “Goods and Services”) on a non-exclusive but first-priority basis. Contractor shall devote its best efforts and necessary resources (including, without limitation, labor, materials, equipment and tools) in providing the Goods and Services and shall perform and provide the Goods and Services in accordance with the highest professional standards and in a diligent, competent, efficient and faithful manner commensurate with the responsibilities involved. Contractor will perform inspections to ensure that the Goods and Services delivered pursuant to the Purchase Order conform to the Purchase Order’s requirements. All Goods and Services are subject to Company inspection at all places and all reasonable times before acceptance to ensure strict compliance with the terms of the Purchase Order and these Standard Terms and Conditions. Goods and Services delivered or performed are subject to inspection and approval by Company before acceptance and payment. Company will rely on Contractor to work as many hours as may be reasonably necessary to fulfill Contractor ’s obligations under the Purchase Order. Contractor will not provide any additional Goods and Services other than the Goods and Services specified in the Purchase Order unless the parties mutually agree on the provision of such additional Goods and Services in writing. Time is of the essence in performing and completing the delivery of the Goods and Services.

3. Vendor Workers. Any and all personnel provided by Vendor in connection with the delivery of the Goods and Services are employees or temporary workers of Vendor and will, at all times, be subject to the sole and direct supervision, control and management of Vendor. Vendor will be solely responsible for paying its employees’ or temporary workers’ salaries, as well as all applicable State and Federal withholding taxes, Federal Social Security taxes, State unemployment and disability insurance, Workers ’ Compensation Insurance, and all disability insurance, and all other expenses relating to any such employee(s) or temporary worker(s). Upon request by Company, either written or verbal, Vendor will remove from service immediately any of its employees or temporary workers who are, in Company’s opinion, not qualified or acceptable for any reason to perform the work assigned. Notwithstanding the foregoing, in no event shall Company pay for flights, hotels, trucking, amenities, meals, taxis and any other ancillary costs to the Goods and Services.

4. Loss / Damage / Equipment. Contractor shall be responsible for any loss of, theft or damage to Contractor ’s or any other personal property or any personal injury to any person for any reason caused by Contractor ’s machinery or other equipment, Contractor or any persons or entities under (or who should have been under) Contractor ’s control, direction or supervision. If Contractor is operating machinery or equipment, Contractor shall obtain and maintain at all times during the Term (as defined herein) all licenses, permits and authorizations necessary to operate any machinery or other equipment at and in connection with the Event (as defined in the Purchase Order attached hereto) or otherwise required in connection with the delivery of the Goods and Services. Use of such machinery and equipment by Contractor personnel shall be at Contractor ’s risk, and Contractor shall be responsible for any loss or damage or personal injury to third parties or to Contractor personnel caused while using

such machinery and equipment and, except as otherwise set forth in writing by Company, it shall be Contractor 's responsibility to maintain reasonable and customary insurance to cover such risks.

**5. Confidentiality and Non-Disclosure.** In connection with the Goods and Services to be provided by Vendor pursuant to the Vendor Application, it is acknowledged and agreed that Vendor may receive certain business, financial and legal information that is confidential and proprietary in nature, and Vendor may be exposed to and obtain information regarding certain personal and professional activities with respect to the artists, promoters or other parties performing, presenting or otherwise providing goods and services in connection with the Company events or businesses. Such information may include, but is not limited to, any information regarding the content of shows and properties, product concepts, ideas, creative designs, choreographies, show elements, acts, drawings, specifications, artwork, still photographs, film, or other depictions of elements of the shows, business strategies, timelines and schedules, business plans, financial information, financial projections, sponsoring cases and presentations, marketing or promotional strategies, customer identities, operational information, technological information (e.g., source code, templates, software designs, methods, formulas, personnel information, passwords or other similar credentials) and other materials delivered or communicated to Vendor either directly or indirectly or to which Vendor becomes privy, as well as other intellectual property, client lists, vendor lists, sponsor lists, good will, brand materials and business processes, including information regarding Company brands, in any case, whether or not marked confidential, together with any analyses, compilations, studies, summaries, extracts or other documents or derivatives thereof that contain or otherwise reflect or are generated from any of the foregoing information or material (referred to collectively herein as the "Confidential Information"). Confidential Information shall also include all knowledge, information and materials, whether of a technical or financial nature or otherwise relating to the business or affairs of any entities participating in such events or businesses and any of their respective officers, affiliated entities, business partners and/or clients. Confidential Information shall not include any information that (i) is or becomes generally available to the public (other than as a result of a disclosure by Vendor), (ii) becomes rightfully available to Vendor on a non-confidential basis from a source not bound by any confidentiality obligation to Company or an affiliate, successor, parent or subsidiary thereof, (iii) was otherwise rightfully within Vendor's possession on a non-confidential basis prior to its being furnished to Vendor by or on behalf of Company, or (iv) was independently developed by Vendor without violating any of the confidentiality provisions herein. Vendor shall not disclose any Confidential Information, provided that in the event Vendor becomes legally compelled to disclose any of the Confidential Information, Vendor shall provide Company with prompt written notice of such requirement.

**6. Assignment.** Vendor acknowledges that the Goods and Services to be provided by Vendor pursuant to the Vendor Application are unique and agrees that Vendor shall not assign the Vendor Application, in whole or in part, to any person or entity.

**7. Representations and Warranties.** Vendor hereby represents and warrants that: (i) it has the full right and authority to enter into the Vendor Application, to furnish the Goods and Services upon the terms and conditions set forth herein and therein, and to grant the rights herein and therein granted; (ii) it is not subject to any obligation or disability that will materially prevent or interfere with the full completion and performance of all the obligations and conditions to be kept and performed under the Vendor Application and these Standard Terms and Conditions; (iii) it has not made and will not make any commitment or do any act in conflict with the Vendor Application or Company's rights thereunder or hereunder; (iv) it shall comply with all applicable laws, statutes, ordinances, rules and regulations, as well as all local and regional governmental agencies in connection with its performance and delivery of the Goods and Services; (v) the Goods and Services as well as any and all machinery and other equipment provided by Vendor in connection with the delivery thereof shall be free from faults and defects of design, material and workmanship, and shall be in such condition as to operate in accordance with the manufacturer 's specifications and operation instructions; (vi) at all times Vendor and its employees, agents and representatives will not, directly or indirectly, disparage or otherwise discredit Company or any of its clients, representatives, employees, shareholders or other affiliated persons or entities, or any of their products, goods and services or operations, or any aspect of any event in which any of them participates, in any manner whatsoever; (vii) it shall obtain, and maintain at all times, any and all necessary permits, licenses and approvals from appropriate authorities in order to fulfill Vendor's obligations under the Vendor Application and hereunder; and (viii) Vendor has had the opportunity to obtain the advice of legal counsel in connection with the execution of the Vendor Application prior to executing and Vendor acknowledges and agrees that Vendor's failure to seek counsel in connection with the Vendor Application shall be at Vendor's sole risk, and such failure shall not give rise to a claim that the Vendor Application

or these Standard Terms and Conditions or any provision thereof or hereof should be null and void for lack of proper representation.

8. Assumption of Risk. All work performed under the Vendor Application will be performed entirely at the sole risk of Vendor or any of Vendor's employees, agents, officers, affiliates or representatives, and Vendor assumes all responsibility for the condition of equipment or machinery used in the performance of the Vendor Application.

9. LIMITATIONS OF LIABILITY. VENDOR'S SOLE REMEDY FOR ANY BREACH OR ALLEGED BREACH OF THE VENDOR APPLICATION BY COMPANY SHALL BE AN ACTION AT LAW TO RECOVER SUCH DAMAGES AS MAY HAVE BEEN ACTUALLY SUFFERED BY VENDOR AS A DIRECT AND PROXIMATE RESULT THEREOF, IF ANY, AND VENDOR WILL NOT HAVE THE RIGHT TO SEEK INJUNCTIVE RELIEF, ENCUMBER OR TERMINATE OR RESCIND THE VENDOR APPLICATION OR TO ENJOIN IN ANY MANNER THE ADVERTISING, PRODUCTION OR EXPLOITATION OF ANY OF COMPANY'S PROJECTS, GOODS AND SERVICES, PROGRAMS OR OTHER VENTURES, INCLUDING, WITHOUT LIMITATION, ANY EVENT IN CONNECTION WITH WHICH THE GOODS AND SERVICES ARE INTENDED TO BE PROVIDED. UNDER NO CIRCUMSTANCES SHALL ANY COMPANY INDEMNIFIED PERSON BE LIABLE TO VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY ASPECT OF THE VENDOR APPLICATION OR THESE STANDARD TERMS AND CONDITIONS AND IN NO EVENT SHALL COMPANY'S TOTAL OBLIGATIONS OR LIABILITY HEREUNDER EXCEED THE VALUE OF THE SERVICES PROVIDED TO COMPANY THEREUNDER. REGARDLESS OF ANY LAW TO THE CONTRARY, NO ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT AGAINST COMPANY MORE THAN ONE YEAR AFTER THE DATE UPON WHICH THE CLAIM AROSE.

10. Termination. The Vendor Application shall be subject to early termination as specified therein. In addition, Company may terminate the Vendor Application by written notice to Vendor in the event that: (i) Vendor breaches any of the material terms, conditions or covenants contained in the Vendor Application n or these Standard Terms and Conditions and Vendor fails to cure any such breach within 5 business days following receipt of written notice of such breach by Vendor (provided that such cure period shall not be applicable if Company determines, in its sole discretion, that the success of the Event in connection with which the Goods and Services are provided would be jeopardized if termination is not effective immediately and provided that such notice and cure period shall be shortened to a reasonable period of time if the Event is less than 15 days from the date of the notice); (ii) any representation or warranty made by Vendor in the Vendor Application or these Standard Terms and Conditions proves to have been false or misleading in any material respect as of the date when made; (iii) Vendor becomes insolvent, or there occurs any filing of a petition in bankruptcy or under any similar insolvency law by Vendor or the making of any assignment for the benefit of creditors, or any involuntary petition in bankruptcy or under any similar insolvency law is filed against Vendor and such petition is not dismissed within 30 days after the filing thereof; or (iv) Vendor discontinues its business. If such termination is made during an Event, Vendor will immediately leave the grounds of the Event and any dispute regarding the existence or lack of existence of cause to terminate the Vendor Application will be resolved after the Event. Vendor may terminate this agreement by five (5) business days prior written notice if Company: (i) becomes insolvent, or there occurs any filing of a petition in bankruptcy or under any similar insolvency law by Company or the making of any assignment for the benefit of creditors, or any involuntary petition in bankruptcy or under any similar insolvency law is filed against Company and such petition is not dismissed within 30 days after the filing thereof; (ii) if Company breaches a material provision of this Agreement and does not cure such breach within 5 business days; or (iii) if Company discontinues its business.

This Section 10 shall survive the Term.

11. Relationship of the Parties. Nothing in the Vendor Application or these Standard Terms and Conditions shall be deemed to create an employer-employee, joint venture, or partnership relationship between the parties. At all times, Vendor is an independent Vendor of Company. Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for Vendor's or Vendor's personnel's benefit. Vendor is solely responsible for all State or Federal taxes and requirements related to the employment or engagement of its employees.

12. Non-Solicitation. During the Term of the Vendor Application and for a period of 12 months following the conclusion of any Event, unless consented to in writing by Company in each instance (which consent Company may withhold in its sole and absolute discretion), Vendor shall not, directly or indirectly, whether on Vendor's own behalf or on behalf of any other individual, partnership, firm, corporation or business organization: (i) solicit, induce, encourage or entice, or endeavor to solicit, induce, encourage or entice in any manner whatsoever, any person who is or was at any time during the Term of the Vendor Application employed, contracted or otherwise engaged by Company to leave that employment or cease providing or performing those services; or (ii) solicit, induce, encourage or entice, or endeavor to solicit, induce, encourage or entice in any manner whatsoever, any person or entity who is or was at any time during the Term of the Vendor Application, a client of Company, including without limitation, event promoters, artist management, talent, sponsors, advertisers, and production companies, or to divert all or any part of such person or entity's business from Company or otherwise interfere in the business relationship between any such client or vendor and Company.

13. Working Under the Influence. Vendor understands and agrees that its personnel are required to remain completely sober and refrain from drinking alcoholic beverages while providing Goods or Services at the Event, while driving or operating machinery at the at any time at the Event, or when driving to/from the Event. Vendor will not, and will not permit its employees or other personnel to use or ingest any alcohol, drugs or other substances that might inhibit their ability to work safely and efficiently with respect to the Event. If Company believes in its sole and absolute discretion that (i) any Vendor or any of Vendor's employees or other personnel is under the influence of any alcohol, drug, or other inhibiting substance, or (ii) Vendor caused any damage to property or injury to Vendor and/or another person, or committed a negligent, illegal or willfully dangerous act, Company shall have the right to terminate the Vendor Application immediately and escort such Vendor personnel from the Event premises. Notwithstanding the foregoing, Vendor agrees that Company's omission of drug/alcohol testing on Vendor personnel or any other person and/or its failure to exercise the foregoing right shall not amount to negligence or any misconduct, and hereby fully and forever releases, waives and discharges Company from, and covenants not to sue Company in connection with, any and all such claims, demands, actions, or causes of action.

14. Emergency Medical Care. In the event of injury to any Contractor personnel, in the absence of such person's contrary authorization, Contractor hereby authorizes Company and/or its designee(s) to act on such person's behalf to obtain emergency medical care that may be necessary. Notwithstanding the foregoing, Contractor acknowledges that this paragraph does not create any duty of care owed to Contractor personnel nor shall Company and/or its designee(s) be obligated to Contractor personnel for any medical attention or expenses, and, without limitation to Contractor's indemnification obligations, Contractor shall immediately reimburse Company and/or its designee(s) for any such medical expenses incurred.

15. Names and Likeness. Without limiting the generality of anything otherwise contained herein, Vendor acknowledges and agrees and its employees, representatives, agents and assigns agree that Company, its designee(s), and other parties authorized by Company shall have the right to film or otherwise record the events at which the Goods and Services are provided for use by Company during or after such event in any and all manner and in any and all media now known or hereafter discovered without any additional payment to any party, including but not limited to Vendor, and any of its staff, employees, independent Vendors, representatives, agents or assigns. By participating in such event, Vendor expressly authorizes and its employees, representatives, agents, or assigns expressly agree, to the taping, recording and/or other fixation of such event and the inclusion of the Vendor or any of its employees, representatives, agents or designees' names, marks or images in such fixation, and that the results of such filming and/or taping shall become the intellectual property of Company, and Company shall solely own and control all rights contained therein. Vendor does hereby grant, and shall ensure that its employees, independent Vendors, representatives, agents and assigns grant to Company a world-wide, non-exclusive, irrevocable, perpetual and royalty-free license to use Vendor and its employees, independent Vendors, representatives, agents and assigns' names, likenesses, images, logos, and trademarks in connection with such event and any and all marketing and publicizing thereof, without any additional payment whatsoever. Vendor shall have no right to film, photograph or otherwise record any such event or any part thereof. This provision shall survive the Term.

16. Miscellaneous. The Vendor Application and these Standard Terms and Conditions constitute the entire agreement between Company and Vendor with reference to the subject matter of the Vendor Application, and

supersede all prior agreements, written or oral. The Vendor Application cannot be amended or modified except by written instrument signed by Company and Vendor. Neither Vendor nor Company shall hold itself out contrary to the terms of the Vendor Application and these Terms and Conditions and neither party shall become liable for or be bound by any representation, act or omission of the other contrary to the provisions hereof. Vendor agrees to execute and deliver to Company any and all documents consistent herewith reasonably necessary to effectuate the purposes of the Vendor Application when and as directed by Company or an applicable authority. Vendor has had an opportunity to review the Vendor Application and these Standard Terms and Conditions with an attorney of Vendor's choice and agrees that no presumptions or rules of construction or interpretation shall be applied to the Vendor Application based upon the party that drafted the Vendor Application. The laws of the State of Illinois applicable to agreements made and wholly performed therein shall govern the Vendor Application, and any disputes shall be settled by expedited arbitration pursuant to the rules of the American Arbitration Association, by an arbitrator experienced in entertainment matters, in Chicago, Illinois. If any provision of the Vendor Application or these Terms and Conditions shall be found illegal, invalid or unenforceable, then such provision shall not invalidate or in any way affect the enforceability of the remainder of the Vendor Application or these Standard Terms and Conditions. The captions and headings of the paragraphs of the Vendor Application and these Standard Terms and Conditions are for convenience and reference only and are not to be used to interpret or define the provisions hereof or thereof. The Vendor Application may be executed simultaneously or in two or more counterparts and via facsimile or emailed scans, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall have the same force as original signatures.