

AAHH! FEST 2017

— B Y C O M M O N —

Retail Vendor Application Package 2017

September 23rd & 24th

Table of Contents:

- I. Vendor Checklist**
- II. Festival Information**
- III. Terms and Conditions**
- IV. Vendor Information Form**

I. VENDOR CHECKLIST

The below Vendor Checklist is designed to help you, the vendor named on the attached Vendor Information Form (“Vendor”), to apply to become a vendor at the AAHH! FEST Music Festival (the “Festival”), which will be held on September 23rd & 24th, 2017 at Union Park, located at 1501 W Randolph St, Chicago, Illinois 60607 (the “Venue”). Please note that each of the below materials must be RECEIVED by AAHH! FEST LLC (“Company”) on or before the appropriate deadline:

The below materials (collectively, the “Application”) must be submitted by July 1st, 2017:

1. Completed Vendor Information Form (Page 12);
2. Basic product list with pricing included;
3. List of other festivals you have previously attended and why you believe you should be selected to vend at the Festival; and
4. Description of the interior of your vending area.

The Application must be scanned and submitted via e-mail to junito@juanandonlyevents.com. The subject line should read “2017 AAHH! FEST Retail Vendor Application” and your Application should be attached as a single “pdf” file. Once your Application has been received by Company and reviewed, we will contact you on or before July 1st, 2017. At all times, the Application shall be subject to the terms and conditions set forth in this Vendor Application Package.

The Vendor Checklist:

- | | |
|--|----------------------------------|
| • Application Due Date: | July 1 st , 2017 |
| • Notifications to Vendor: | July 15 th , 2017 |
| • 100% of Booth Fee and COI Due: | July 15 th , 2017 |
| • \$25 City of Chicago Itinerant Merchant License Fee Due: | July 15 th , 2017 |
| • Cancellation Deadline: | July 15 th , 2017 |
| • Staff Ticket Request/Complete Product List with Pricing Due: | August 15 th 2017 |
| • Arrival Onsite: | September 9 th , 2017 |

If you are selected as a vendor for the Festival, then you must submit 1000% of the Booth Fee, along with your COI, on or before July 15th, 2017. An additional \$25 check will be collected for your City of Chicago itinerant merchant license– this will be a separate check turned into your vendor coordinator payable to the CITY OF CHICAGO.

Failure to pay any or all of the Fees on their appropriate deadlines may result in the cancellation of your Application. Payment of the Fees should be in the form of a business check or money order made payable to **AAHH! FEST, LLC**. Once selected as a vendor, you will receive instruction on where to send your business check or money order.

PLEASE DO NOT SEND THE BOOTH FEE BEFORE YOU ARE SELECTED TO BE A VENDOR AT THE FESTIVAL!

If you have any questions or concerns regarding this Vendor Application Package, then please contact us at junito@juanandonlyevents.com

II. FESTIVAL INFORMATION

Below you will find the Festival rules. Please read them carefully as any violation of these rules could lead to removal from the Festival without a refund of any kind.

1. Booth Specifications and Fee

| Location | Size | Booth Fee | Provided by Company |
|-----------------|-------------|------------------|--|
| Venue | 10' x 10' | \$2,000 | <ul style="list-style-type: none">• Tent & (1) Power Drop• (1) – 8' table and (2) Chairs• Vendor Tent Signage• 4 Vendor Weekend Tickets |
| Venue | 10' x 20' | \$3,500 | <ul style="list-style-type: none">• Tent, power & 2 POS machines• (2) – 8' Tables and (4) Chairs• Vendor Tent Signage• 6 Vendor Weekend Tickets |

The booth fee will be equal to \$2,000 or \$3,500, depending on what size booth you require (“Booth Fee”).

2. Clean-Up Fee

It is each Vendor’s responsibility to make sure their space is properly maintained and there is no damage to the tent, a \$200 clean-up fee (“Clean-Up Fee”) will be collected from each Vendor if proper cleanup/check out procedure is not followed. Vendors are required to leave their area as clean as it was when they arrived; with all infrastructure (tent, signage, etc.) in the same condition as it was upon arrival. At the conclusion of the Festival, you must check out with our vending coordinators who will inspect your area to ensure that all trash has been disposed of and that no damage to the tents, grounds or other property has been sustained. If your area is cleaned to Company’s satisfaction, you are free to go and no Clean-Up Fee will be requested. If your area is not satisfactorily clean, we will ask you to clean accordingly or Company will collect \$200 from the Vendor.

3. Required Hours of Operation

VENUE

- Saturday, September 23rd, 2017: 8:00AM-5PM
- Sunday, September 24th, 2017: 1:00PM -10:00PM

4. Staff Tickets

Vendors must obtain their tickets at vendor check-in (you will receive check-in instructions prior to the Festival). You must show valid Government Issued Photo Identification to receive your tickets. The tickets you receive will be numbered and you will be responsible for distributing to working employees only. Your staff must wear the proper credentials at all times; credentials are non-transferable and cannot be sold or otherwise distributed. All staff and vendors must also follow the age requirements of Spring Awakening, if any vendor is under the required age limit he/she will not be allowed on the property.

Company reserves the right to revoke your tickets at any time, without notice. The consideration granted to you by Company is a license that may be revoked by Company at any time.

5. Load In/Load Out

LOAD-IN

Specific load in instructions will be sent out prior to the Festival. For safety purposes Vendors are required to abide by the load in dates and times. You will not be able to access your booth before or after the designated load in times.

LOAD-OUT

Venue vendors may begin to breakdown their booth after the last stage is over on Sunday. For safety purposes, all vehicles must be escorted in/out of the Festival and unless given permission by our vending coordinator, venue vendors should plan to load out vehicles after 11:00 PM on Sunday, September 24th, 2017.

In accordance with Section II (2) above, you may not leave the site without being checked out by one of our vending coordinators. At this time we will look over your area and if it clean to our standards. Once checked out you will be approved to leave. If you do not check out and/or your vending location is left in an unsatisfactory manner, in Company's sole and absolute discretion, then a \$200 Clean-Up Fee will be collected.

6. Servicing Your Booth

You may not drive your car to service your booth after your designated load in time is over. If you need to service your booth please bring a hand truck to move items to your booths. For safety purposes, vehicles will be strictly prohibited to drive to the vending areas outside of your loading times. We reserve the right to remove anybody from the property for not abiding these rules.

7. Set-Up & Display

Your setup must be clean, organized and visually appealing. Not only is the quality of your products important, but so is the professional and aesthetic appeal of your booth. Vendors are responsible for keeping both their booth space and the immediate area in front of their booth clean. Booth setup and display is subject to final approval by Festival staff. Any additional signage not provided or approved by the Festival or approved by our vendor coordinator must be placed inside your booth and is subject to removal by Festival staff. You may not hang anything from the tent valance either inside or outside the booth. You may not put anything above the booth space. All displays, supplies and operations must be inside the confines of your booth.

You are not allowed to push any displays out of your given tent area, especially into the general walkway. All equipment, supplies and overstock must be stowed and hidden within the space provided. No materials or equipment should be visible to patrons.

8. Cancellation

Cancellation requests must be submitted to Junito@juanandonlyevents.com no later than July 15th, 2017. Any Vendor submitting a cancellation request after June, 15th, 2017 will forfeit 50% of their Booth Fee. Any cancellation after July 15th, 2017 will forfeit 100% of their Booth Fee.

9. Operations

A Festival electrician will conduct an electrical inspection before the Festival begins. For everyone's safety, the electrician has the final word on electrical hookups. We will not allow outlets to be overloaded. If additional power is needed, please contact the vendor coordinator at the e-mail address set forth in Section I above. Additional fees will apply. You must furnish your own lighting and accessories, and all electrical equipment requiring electricity (i.e. power strips, multi-outlet taps, extension cords, etc.) must be grounded and rated for OUTDOOR use. Vendors may not use halogens or any high-intensity lighting that will pull more than your share of power.

10. Staffing

There must be a manager or owner present in your booth space during the hours the Festival is open to patrons. Passes will be in the vendor packet you receive when you arrive on Wednesday for load-in (you will receive instructions for picking up your passes prior to the Festival). You are responsible for distributing passes to your employees. Wristbands must be worn at all times and are non-transferable. If a wristband is taken off or lost, there is no way to replace it. Vendor wristbands allow access to the Venue and other general Festival areas. They DO NOT allow access to the VIP platforms, the artist compound, and any backstage or production area.

Please keep in mind that as a vendor at the Festival, you were selected for the quality of your offerings and because of your friendly, professional customer service. By providing the best in products and service, you can build loyal customers throughout the years.

11. Security

During Festival hours, security will be patrolling the Festival. If a conflict arises or a theft occurs, alert one of our vending coordinators, or security. DO NOT take the law into your own hands. Overnight security guards will be present in the Venue from Thursday through Monday after the Festival. We strongly advise that you cover and secure your merchandise/display/equipment at night. Although the Festival provides security, you as a vendor assume all liability for risk of loss or damage to your merchandise, booth, or personnel. To be clear, Vendor agrees that Company and all related parties shall have no liability for damage or theft of Vendor's materials or

equipment, except to the extent Company has agreed in writing to assume liability for materials on site and then only for any damage or theft solely due to the negligence or misconduct of Company.

12. Taxes

Vendor is solely responsible for remitting all applicable federal, state, and local taxes, including, but not limited to, sales tax.

13. Insurance Requirements

Each Vendor is required to provide Company with a certificate of insurance (“COI”) evidencing the following coverage:

- General liability insurance policy with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including products completed operations;
- Automobile liability insurance (covering all owned and non-owned automobiles) with limits of no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate;
- Workers’ compensation in accordance with Illinois State law; and
- Damage to rented premises with a limit no less than \$50,000.

Vendors must maintain the above insurance coverage from load in through load out. The certificate must state that your insurance is primary and non-contributory. The insurance carrier must have a rating of A-VII or better in the most current edition of A.M. Best’s Property Casualty Key Rating Guide, or its equivalent, and be authorized to do business in the State of Illinois. **If you cannot provide this documentation by the deadline, you will not be allowed to participate in the Festival and you will forfeit the Fees to the extent they have been paid.** The following parties must be named on your Certificate of Insurance: AAHH! FEST, LLC, Juan And Only Events, LLC, Chicago Park District, City of Chicago, Illinois, and each of their respective officers, directors, members, affiliates, and employees (the “Additional Insureds”). Additionally, upon request, the Vendor will add as additional insureds such other parties as reasonably requested by Company including, without limitation, governmental authorities. All certificates of insurance should be sent via e-mail to Junito@juanandonlyevents.com by July 1st, 2017.

14. Product Limitations

A selected vendor can only sell the types of items listed on its Application. Vendors may not sell any additional items outside of their represented product line without prior approval from an authorized Festival representative. This is to ensure a variety of unique products throughout the Venue. Vendors may not sell any item with the Festival logo or name or the likeness or logo of any act playing at the Festival without the express written consent of authorized Festival staff. Vendors may not sell any drug paraphernalia, tobacco products, weapons or studded jewelry of any kind. Vendors are prohibited from selling or giving away any beverages or food items.

FAILURE TO COMPLY WITH THIS SECTION II (14) WILL RESULT IN EXPULSION FROM THE FESTIVAL AT NO PENALTY TO COMPANY AND A FORFEITURE OF THE FEES. IN SUCH EVENT, YOU WILL INCUR ALL EXPENSES ASSOCIATED WITH THE CLOSING OF THE BOOTH.

15. General Vending Guidelines

- Booth space is for a single operation only; no sub leasing or sharing of space is allowed, unless otherwise agreed to in writing by an authorized Festival representative.
- Sales are limited to booth space only. No roaming sales.
- No hawkers. You may not solicit or harass the crowd for sales.

- No bullhorns or megaphones, flashing Christmas lights or strobes, speakers or amplified sound of any kind.
- Anything that generates noise in your booth space must be contained and controlled – no noisemakers or loud playing of instruments/music.
- After load-in, no motorized vehicles (including, but not limited to, golf carts, scooters, etc.) of any kind are allowed on the Festival grounds.
- Vendors must abide by vendor guidelines and follow the instructions of Festival staff.
- Vendors operate as independent contractors. The Festival will not be responsible for the loss or damage of merchandise or equipment in the booth area.
- Acceptance and participation this year does not guarantee a space in future festivals.
- Booth fees are non-refundable. Festival is rain or *shine*.
- Power and basic lighting are provided. Generators or gas lanterns are prohibited.

16. Acts of God

Company shall have no liability whatsoever for damage, loss of revenue of any nature, to any person, matter, or thing resulting from fires, storms, winds, water, or other acts of God, or imminent threat thereof, nor from strikes or lockouts.

17. Zero Tolerance

Vendors must abide by all Festival rules. Company has zero tolerance for vending of unauthorized Spring Awakening merchandise or partaking in any illegal activities. Vendor booths are to only be used for the purpose set forth on their Application. Vendors may not sell any drug paraphernalia, tobacco products (unless given explicit consent), weapons or studded jewelry of any kind. If there is suspicion of illegal activities occurring, Company has the right to search the vending booth at any time, without warning. If Vendor is suspected of or taking part in any illegal activities, in Company's reasonable opinion, Company has the right to immediately remove the Vendor and its booth from the Festival site at its own expense. There will be no refund whatsoever and the Vendor will not be allowed back into the Festival.

III. TERMS AND CONDITIONS

1. **Generally.** These Terms and Conditions shall govern the engagement between Company and Vendor, and any other ancillary agreements now or hereafter existing relating to the Festival, including, but not limited to, the Application. The Vendor Checklist, Festival Information, these Terms and Conditions, and the Vendor Information Form (collectively, the "Vendor Application Package") shall together constitute the entire agreement between Company and Vendor. In the event of any conflict between the Vendor Checklist, Festival Information, these Terms and Conditions, Vendor Information Form, and any other document, these Terms and Conditions shall survive and supersede all other agreements. Vendor and Company are each referred to herein as a "Party" and collectively, as "Parties."
2. **Goods and Services.** Vendor shall provide all goods and services (the "Goods and Services") specified for sale in the Application and approved by Company on a non-exclusive but first-priority basis. Vendor 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. Vendor will perform inspections to ensure that the Goods and Services delivered conform to the Company's requirements as set forth in the Application. 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 Vendor Application Package. Goods and Services delivered or performed are subject to

inspection and approval by Company before acceptance and payment. Company will rely on Vendor to work as many hours as may be reasonably necessary to fulfill Vendor's obligations under the Agreement. Vendor will not provide any additional goods and services 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, a licensee of Company, 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, 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 immediately remove from service 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. Vendor will provide an immediate replacement to avoid any interruption in the provision of the Goods and Services.
4. **Loss/Damage/Equipment.** Vendor shall be solely responsible for any loss of, theft of, or damage to Vendor's or any other personal property or any personal injury to any person for any reason caused by Vendor's machinery or other equipment, Vendor or any persons or entities under (or who should have been under) Vendor's control, direction or supervision. If Vendor is operating machinery or equipment, Vendor 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 Festival or otherwise required in connection with the delivery of the Goods and Services. Use of such machinery and equipment by Vendor personnel shall be at Vendor's risk, and Vendor shall be responsible for any loss or damage or personal injury to third parties or to Vendor personnel caused while using such machinery and equipment and, except as otherwise set forth in writing by Company, it shall be Vendor's responsibility to maintain reasonable and customary insurance to cover such risks.
5. **Intellectual Property.** As between Vendor and Company, Company shall be the sole and exclusive owner, throughout the universe and in perpetuity, of any and all rights of whatsoever nature, whether now or hereafter known, in the intellectual property of Company, including, but not limited to, the AAHH! FEST trademark.
6. **Confidentiality and Non-Disclosure.** In connection with the Goods and Services to be provided by Vendor pursuant to the Vendor Application Package, 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 (the "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. If Vendor has been given an event-specific e-mail address for use in connection with the provision of the Goods and Services, Vendor shall not use such e-mail address for any purpose whatsoever other than in furtherance of providing and/or performing the Goods and Services. Obligations relating to Confidential Information shall survive the expiration or termination of this Agreement for a period of two (2) years.

7. **Assignment.** Vendor acknowledges that the Goods and Services to be provided by Vendor pursuant to Vendor's Application are unique. Vendor shall not assign any of the rights and/or obligations under Vendor's Application, in whole or in part, to any person or entity. Company shall have the right to assign the rights and/or obligations set forth under the Vendor Application Package, or any part hereof, to any affiliate or successor entity of Company.

8. **Representations and Warranties.** Vendor hereby represents and warrants that: (i) it has the full right and authority to enter into the Vendor Application Package, to furnish to Company the Goods and Services upon the terms and conditions set forth herein, and to grant the rights herein 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 Package; (iii) it has not made and will not make any grant, assignment or agreement that will conflict or materially interfere with the rights granted to Company under the Vendor Application Package; (iv) it has not made and will not make any commitment or do any act in conflict with the Vendor Application Package or Company's rights hereunder; (v) 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; (vi) 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; (vii) 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; (viii) it shall obtain, and maintain at all times, any and all necessary permits, licenses and approvals from appropriate authorities in order to fulfil Vendor's obligations under the Vendor Application Package; and (ix) Vendor has had the opportunity to obtain the advice of legal counsel in connection with the execution of Vendor Application Package prior to executing and agrees that no presumptions or rules of construction or interpretation shall be applied to the Vendor Application Package based upon the Party that drafted the Vendor Application Package, and Vendor acknowledges and agrees that Vendor's failure to seek counsel in connection herewith shall be at Vendor's sole risk, and such failure shall not give rise to a claim that the Vendor Application Package or any provision thereof or hereof should be null and void for lack of proper representation.

9. **Indemnification.** Vendor shall indemnify, hold harmless, and defend the Additional Insureds from and against all liabilities, penalties, losses, claims, damages, costs or expenses, including reasonable attorney's fees, imposed upon, sustained or incurred by any of the Additional Insureds by reason of, as a result of or in connection with the Vendor or Vendor's agents' actions or omissions, or breach of Vendor's obligations, representations, warranties or covenants made in the Vendor Application Package. Without limiting the generality of the foregoing, should Vendor or its agents cause damage to any property of the Additional

Insureds at the Festival at which Vendor is providing Goods or Services or any property with respect to which Company has an indemnification obligation, Vendor will pay the costs of repair or replacement, at Company's election, to such property within ten days of presentment of the evidence of such damage.

10. **Assumption of Risk.** All work performed under the Vendor Application Package 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 Package.
11. **LIMITATIONS OF LIABILITY.** VENDOR'S SOLE REMEDY FOR ANY BREACH OR ALLEGED BREACH OF THE VENDOR APPLICATION PACKAGE 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 PACKAGE 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 OF THE ADDITIONAL INSUREDS 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 PACKAGE, AND IN NO EVENT SHALL COMPANY'S TOTAL OBLIGATIONS OR LIABILITY HEREUNDER EXCEED THE VALUE OF THE SERVICES PROVIDED TO COMPANY HEREUNDER. REGARDLESS OF ANY LAW TO THE CONTRARY, NO ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT AGAINST COMPANY MORE THAN ONE (1) YEAR AFTER THE DATE UPON WHICH THE CLAIM AROSE.
12. **Term.** The term of this Agreement commences on the date set forth on the Vendor Information Form and terminates on September 24th, 2017 (the "Term").
13. **Termination.** Company may terminate its engagement with Vendor, as defined in the Application, by notice to Vendor in the event that: (i) Vendor breaches any of the material terms, conditions, representations, warranties or covenants contained in the Vendor Application Package and is not immediately cured to the satisfaction of Company; (ii) 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 thirty (30) days after the filing thereof; (iii) Vendor discontinues its business; or (iv) Vendor violates any of the rules set forth in the attached Festival Information. If such termination is made during the Festival, Vendor will immediately leave the grounds of the Festival and any dispute regarding the existence or lack of existence of cause to terminate the Vendor Application Package will be resolved after the Festival. Upon termination of the Vendor Application Package for any reason, Vendor will forfeit the Fees.
14. **Relationship of the Parties.** Nothing in Vendor Application Package shall be deemed to create an employer-employee, joint venture, or partnership relationship between the Parties. At all times, Vendor is licensee 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, consultants or subcontractors.

15. Working Under the Influence. Vendor understands and agrees that its personnel are required to remain completely sober while providing services to Vendor at the Festival, including, without limitation, driving to and from the Festival. Vendor will not, and will not permit its employees, contractors, subcontractors or other personnel, to use or ingest any alcohol, illegal drugs or other illegal substances that might inhibit its or their ability to work safely and efficiently with respect to the Festival. If Company believes in its sole and absolute discretion that (i) any Vendor employee, contractor, subcontractor or other Vendor personnel is under the influence of any alcohol, illegal drug, or other illegal inhibiting substance, or (ii) Vendor may have breached Vendor Application Package, 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 Vendor Application Package immediately and escort such Vendor personnel from the Festival premises. Notwithstanding the foregoing, Vendor agrees that Company's 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.

16. Emergency Medical Care. In the event of injury to any Vendor personnel, in the absence of such person's contrary authorization, Vendor 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, Vendor acknowledges that this Section III (16) does not create any duty of care owed to Vendor personnel, nor shall Company and/or its designee(s) be obligated to Vendor personnel for any medical attention or expenses, and, without limitation to Vendor's indemnification obligations, Vendor shall immediately reimburse Company and/or its designee(s) for any such medical expenses incurred.

17. Name and Likeness. Without limiting the generality of anything otherwise contained herein, Vendor acknowledges and agrees, and its employees, representatives, independent contractors, agents and assigns acknowledge and agree, that Company, its designee(s), and other parties authorized by Company shall have the right to photograph, stream/broadcast, film or otherwise record the Festival at which the Goods and Services are provided for use by Company during or after the Festival 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 contractors, representatives, agents or assigns. By participating in the Festival, Vendor expressly authorizes, and its employees, independent contractors, representatives, agents, or assigns expressly agree to, the taping, recording and/or other fixation of the Festival and the inclusion of the Vendor or any of its employees, independent contractors, 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 contractors, 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 contractors, representatives, agents and assigns' names, likenesses, images, logos, and trademarks in connection with the Festival and any and all marketing and publicizing thereof, without any additional payment whatsoever. Vendor shall have no right to film, photograph or otherwise record the Festival, or any part thereof.

18. Miscellaneous. This Vendor Application Package contains the entire agreement between the Parties relative to the Festival and supersedes any other prior understandings, written or oral,

between the Parties with respect to this subject matter. THE PARTIES ACKNOWLEDGE AND AGREE THAT, IN ENTERING IN TO THIS AGREEMENT, THEY HAVE NOT IN ANY WAY RELIED UPON ANY ORAL OR WRITTEN AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. No variations, modifications, or changes to this Vendor Application Package are binding unless set forth in a document duly executed by or on behalf of the Parties. This Vendor Application Package is governed by the laws of the State of Illinois without regard to its conflicts of law provisions. Any litigation must be brought in any court of competent jurisdiction in Cook County in the State of Illinois. Each Party consents to personal and subject matter jurisdiction and venue in such courts and waives the right to change venue. The Parties acknowledge that all directions issued by the forum court, including injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. To the extent there is a conflict between this Agreement and another executed document between the Parties related to the Event (whether the other document is executed before or after this Agreement), the terms of this Agreement control except to the extent that the other document specifically identifies a section of this Agreement and states that it is amending that particular section. If any provision of the Vendor Application Package should 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 Package. The captions and headings of the paragraphs of this Agreement are for convenience and reference only and are not to be used to interpret or define the provisions hereof. This Agreement may be executed simultaneously or in one or more counterparts via emailed scans, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force as original signatures.

19. Survival. Those provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement will survive such termination or expiration.

V. VENDOR INFORMATION FORM

Before completing this form, please read through the entire Vendor Application Package. If, after reviewing the Vendor Application Package, you would like to apply to become a vendor at the Festival, then please provide the below information. You must complete this form, sign, and submit as your Application for consideration:

Legal Business

Name: _____

Craft Vending Name:

Illinois Business Tax ID Number:

Contact Person: _____

Street Address: City:

State: _____

Zip: _____

Phone Number: _____

E-Mail Address: _____

Booth Size(s) Desired (please circle one): 10' x 10' or 10' x 20'

We create signage for our vendors inside the venue for a more uniform look.
What would you like your banner to say? (This verbiage subject to change):

By signing below, Vendor, on behalf of its agents and employees, agrees to abide by the terms and conditions set forth in this Vending Application Package during the Term in connection with the Festival.

Signature: _____

Printed Name _____

Title: _____ Date: _____
