

## Terms & Conditions

1. Vendor agrees to comply with all rules and regulations adopted by Brookdale Guitar Show (BGS) and the named facility.
2. Vendor understands that it is solely responsible to obtain, at its own expense, any licenses or permits necessary to conduct business during the show. Vendor further acknowledges that it is solely responsible to pay for any federal, state or local taxes associated with business it conducts during the show. No transactions are to be made outside the facility.
3. Sub-leased, Co-opted or Shared vendor space is prohibited without BGS's approval.
4. Sponsor reserves the right to require a vendor to remove, relocate and/or rework an exhibit and/or product at any time. Vendor agrees to occupy the contracted exhibit space during the full term of the show. Vendor further agrees to remove its display, and all property from the facility, by the final move-out date and time, or pay BGS for all costs incurred as a result of its failure to do so.
5. The Vendor agrees to indemnify, and hold harmless BGS and the named facility and their employees and agents from and against all claims, damages and losses and expenses including reasonable attorney fees in case where it shall be necessary to file an action (1) arising out of the performance of the work herein, or an act of God or terrorism, which is one for bodily injury, illness or death, or for property damage including loss of use and (2) caused in whole or part by the Vendor's negligent acts or failure to act, or that of his agents, contractor or subcontractor or anyone employed by them for whose act the Vendor may be liable.
6. Sponsor retains the right to change show dates specified, should factors beyond its control necessitate such changes. Vendor agrees and understands that in the event the facility becomes unavailable for use at the show or if for any reason BGS is unable to proceed with the show, BGS will not return monies paid by the Vendor and shall otherwise not be responsible for any loss of business, loss of profits, damage or expense of whatever nature incurred by Vendor.
7. In an effort to prohibit the disruption of its neighboring Vendors, sound monitoring will be at the discretion of the Sponsor. Vendors who do not adhere to sound monitoring may be removed by the Sponsor, without refund. Vendors may demonstrate their products in designated room in the Warner Student Life Center.
8. **VENDOR UNDERSTANDS AND AGREES THAT ITS FAILURE TO ABIDE BY ALL CONDITIONS, RULES AND REGULATIONS SET FORTH HEREIN AND OTHERWISE ADOPTED BY BGS SHALL CONSTITUTE IN FAILURE TO COMPLY WITH THIS CONTRACT. BGS RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CANCEL VENDOR'S CONTRACT AND SEEK DAMAGES FROM VENDOR FOR ANY SUCH BREECH.**

**Vendor initial** \_\_\_\_\_ (\*\*contract is not completed unless this form is initialed\*\*)