

Terms of Agreement
Family Emergency Readiness EXPO
August 8, 2021 - Howell, MI

1. A refundable deposit of \$50 must be received with a signed application and acknowledged Terms of Agreement. Location of EXPO to be: Crystal Gardens, 5768 E. Grand River, Howell, MI 48843.

2. All Exhibitors, a.k.a. Vendors, agree to indemnify, hold harmless and defend Howell Masonic Lodge #38 and Howell Masonic Temple Association, Inc. - hereinafter "HML" and Livingston County, their respective officers, directors, members, agents and employees against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from:

- (I) Exhibitors occupancy of Crystal Gardens, 5768 E. Grand River, Howell, MI and all parking areas.
- (II) Use of equipment or devices furnished to or used by Exhibitor.
- (III) Breach of this agreement, and/or
- (IV) Personal injuries, death, property damages or any other damage or loss sustained by Exhibitor, HML and Crystal Gardens, the facility, the EXPO, sponsors, or a visitor to the EXPO and their respective officers, directors, members, agents, representatives and employees or those for whom the Exhibitor is responsible in law.

All Exhibitors shall present HML, prior to setup, with an Accord Certificate of Liability Insurance with HML named as additional named insured for the EXPO. The Accord Certificate shall endorse HML, indicating that the Exhibitor has commercial general liability limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

All Exhibitors are responsible to ensure their own exhibit, inventory, valuables, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and it's environs. Exhibitors shall not make any claim or demand, or take any legal action, whatsoever, against HML and/or Crystal Gardens, the EXPO sponsors, or the facility in which the EXPO is held, for any loss, damage or injury, howsoever caused, to the Exhibitor, it's officers, directors, agents, representatives and employees, or their respective property.

Neither HML nor Crystal Gardens assume any liability for loss or damage through any cause including Acts of God, war, riot or terrorism, of equipment, inventory, personnel, valuables, goods, exhibits or other materials owned, rented, or used by the Exhibitor.

3. The Exhibitor agrees to:

- (I) Obey the laws, by-laws, ordinances and regulations governing use of the facility and operation of the EXPO, the rules and regulations of the fire and police departments and of any other government or regulatory body having authority to regulate the facility, parking areas, and the EXPO, and obey all laws, including those pertaining to health and safety, consumer protection, and protection of visitors of the EXPO.
- (II) Act in a professional business manner at all times.

The Exhibitor agrees to obtain, at it's own expense, any licenses or permits required for the operation of it's business during the EXPO and to pay all sales taxes and all other taxes that may be levied due to Exhibitor's activities.

4. No smoking or tobacco, unlocked weapons, drones, drugs, unboxed ammunition, explosives or hazardous materials on premises.

5. The playing or broadcasting at the EXPO of any music or dramatic rights that is the subject of any third party copyright, trademark, industrial design, patent or other intellectual property right, by the Exhibitor or it's agents, is prohibited.

6. The Exhibitor agrees no display will be dismantled or goods removed during the EXPO, and displays will remain intact until 5:00 pm on 8/8/21. Exhibitor also agrees to remove display, inventory, trash and equipment from the EXPO by 6:00 pm on 8/8/21. In the event of a failure to do so, or failure to return the allocated space to the same condition as on move-in, the Exhibitor agrees to pay for any damage, or additional costs, or expenses incurred by HML for removal and/or disposal.

7. HML reserves the right to reject any application for space or to change or restrict the amount of space assigned to any Exhibitor, when in the opinion of the EXPO Director, it is in the best interest of the EXPO to do so. HML reserves the right to forthwith cancel Exhibitor's Terms and Agreement and to remove, at Exhibitor's expense, it's exhibit and to retain all monies previously paid as partial liquidated damages for violation of this agreement.

HML shall assign space at it's sole discretion and reserves the right to change any exhibitor's space assignment. Location requests are not guaranteed. HML reserves the right to reject or restrict any exhibit/exhibitor/vendor which may be objectionable to HML, the quality and character of the EXPO or inconsistent with the Exhibitor's application/registration, which is hereby incorporated herein. Spaces are approximately 8'x10'.

8. In the event that:

- (I) The facility in which the EXPO is to be held or is held is destroyed or becomes unavailable for occupancy
- (II) HML is unable to permit the Exhibitor to occupy the facility or the space or
- (III) If the EXPO is cancelled or curtailed, for any reasons beyond the control of HML, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots, civil disturbances, strike, lockout, boycott, litigation, governmental intercession.

HML will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatsoever nature the Exhibitor may suffer.

9. Exhibitor may cancel this agreement by written notice received by the EXPO Director no later than 8/1/21 for a deposit refund. After 8/1/21, a cancellation request and imposition of forfeiture of deposit will be considered at EXPO Director's sole discretion.

10. HML may cancel this agreement for reasons herein or may cancel before or during the EXPO if not fully booked, if exhibitor(s) fail(s) to attend or any other reason related to the best interest of the EXPO and/or HML. Written request for refund must be delivered to the EXPO Director within 30 days of date of EXPO Director's cancellation and will be considered at EXPO Director's sole discretion.

11. Each term herein is material and violation of any term by Exhibitor shall be a default, entitling HML to immediately, without notice, revoke any privilege herein and take possession of the space. Any such revocation shall be without prejudice by HML to make any claim for damages or enforcement of the payment of any amounts due or deposit.

12. Waiver by HML of any breach of any term of this agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach. No alteration of this agreement shall be valid unless in writing and signed by both Exhibitor and EXPO Director. This agreement shall be governed and construed under with the law of Michigan. Sole and exclusive venue for any court action/claim shall be Livingston County, Michigan.

13. EXPO Director / Jay R. Drick may be reached at:
jaydrick@gmail.com or at 505 W. Caledonia, Howell, MI 48843