



## SWAP-SELL

P.O. Box 626, Angels Camp, CA 95222

SWAP-SELL.COM

(209) 760-7927

### COMMUNITY COMMERCE EVENTS

#### VENDOR INDEMNITY WAIVER & POLICY DETAILS AGREEMENT

Date: \_\_\_\_\_

Vendor's Legal Name ("Releasor"): \_\_\_\_\_ (PRINT PLEASE)

#### PLEASE READ CAREFULLY BEFORE SIGNING AT THE BOTTOM

To: Harwell Enterprises Inc. dba Swap-Sell, its officers, agents and authorized actors (hereinafter "Swap-Sell") and the State of California, the California Fair Services Authority, the District Agricultural Association, the Calaveras County Fair, their directors, officers, agents, servants, and employees (hereinafter "Fairgrounds") (collectively the "Released Parties")

#### **As a Releasor, I fully understand and agree to the following terms:**

**Assumption of Risks:** Participation in the Community Commerce Event (hereinafter "Event") involves various risks, dangers and hazards, which all Vendors are required to assume. The Releasor hereby freely accepts and fully assumes all such risks, dangers and hazards and the possibility of personal injury, bodily injury, death, and property loss resulting from participation.

**Release:** In consideration of being granted permission to participate in the Community Commerce Event the Releasor hereby for itself, its heirs, executors, administrators, or any others who may claim on its behalf, covenant not to sue, and hereby waive, release and discharge the Released Parties from any and all claims of liability for personal injury, illness, loss of life or property damage of any kind or nature, arising out of or sustained in the course of the Releasor's participation.

**Indemnity:** In consideration of being granted permission to participate in the Community Commerce Event, the Releasor agrees to hold harmless and indemnify the Released Parties from any and all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, due to any personal injury, illness, loss of life or property damage arising from the Releasor's participation as a Vendor in the Community Commerce Event.

**Rules:** The Releasor agrees to comply with all rules, instructions, and directions of the Swap-Sell staff and representatives, and as outlined in the Community Commerce Event Policies herein. The Releasor understands and agrees that a failure to comply with the Rules will result in his/her participation in the Community Commerce Event being terminated with immediate effect and that he/she may be required to remove him/herself forthwith from the Community Commerce Event.

**Consent to Use:** In consideration of being granted permission to participate in the Community Commerce Event, the Releasor grants Swap-Sell, and anyone it may authorize, its consent to use its likeness, voice, words, or any other representation, as well as any works it may furnish [collectively the "Works"] in television, radio, film, print, electronically or in any other form, and the right to reproduce, display, distribute, and record the same, to promote Swap-Sell and Community Commerce Event, and any other future promotions as may be determined by Swap-Sell. The Works may or may not identify the Releasor as the subject and/or owner, and the Releasor waives any rights that it may have to inspect or give its approval to the Works.

**Personal Items:** The Releasor is fully responsible for their own personal items during the Community Commerce Event, including but not limited to any equipment, materials, or personal effects that they may use in the course of their Participation and Released Parties shall not be liable for any loss of or damage to the same.

## Vendor Policy Agreement

**Vendor Space:** All Vendors must:

1. Provide their own tables, tents, etc.
2. Be in their assigned space by designated time.
3. Not resell their space. Once a space is paid for, no refunds will be honored.
4. Vehicles shall not move within the Event area during Event hours without express permission and guidance of Swap-Sell.
5. Maintain the cleanliness of their booths and of the area directly in front of their booths.
6. Must remove all of their garbage, boxes and other debris from the site, and leave the space in the same condition as when they arrived.
7. Keep all of their products, merchandise, possessions, etc. within the boundaries of their assigned space.
8. Must minimize noise so as not to disturb other vendors and visitors.
9. Smoking is prohibited at the site, as is the consumption or possession of alcoholic beverages and controlled substances.
10. Vendors will abide by all Federal, State, County and local laws.

11. Prohibited Items:

- No selling of pornographic material.
- Selling firearms or ammunition is strictly prohibited.
- The selling of counterfeit merchandise is strictly prohibited.
- No selling of animals or reptiles.
- No selling of flammable or petroleum products in containers larger than one (1) gallon.

**Food Vendors:** Food vendors must receive permission from Swap-Sell to participate in the Event. They must be licensed and permitted appropriately by County Environmental Health. No other vendors will be allowed to sell food or beverages of any kind.

Due to the family atmosphere of the event, the management reserves the right to reasonably restrict the sale or display of any items in order to maintain a proper moral and wholesome environment.

Vendors at the Event must refrain from confrontational behavior. All promotional materials, posters, flyers, and goods for sale must be in good taste. If any items or material are deemed offensive to community members, they will be removed at the discretion of Swap-Sell. Vendors who do not comply with the above will be unable to sell their wares at the Community Commerce Event. At their discretion, Swap-Sell may deny further access to the Event to any individual or organization unable to comply with the above rules.

**Spaces:** Each space is approximately 10 x 20. There is no water or electrical service. There will be a designated load in time consisting of one (1) hour before start of Event. All vendor vehicles shall be off site by start of Event. Load out time will commence immediately upon closing of Event and will consist of one (1) hour. All vendors and vendor vehicles shall be off site within an hour of event closing. Free vendor parking for (1) vehicle will be provided. Additional vehicle parking will be at \$3 per vehicle.

At Swap-Sell's sole discretion, signage or messaging which is inappropriate, offensive, or otherwise brings the reputation of Swap-Sell or Fairgrounds into disrepute will not be permitted. Swap-Sell and/or authorized representatives of Swap-Sell maintain the right at any time to instruct a vendor to remove signage determined to go against this policy, and reserve the right to remove a Vendor who fails to comply with the above.

I AM AWARE OF THE NATURE AND EFFECT OF ALL TERMS AND POLICIES ABOVE, AND VOLUNTARILY AGREE TO ABIDE BY ALL TERMS ENCLOSED IN THIS AGREEMENT. I AM AWARE OF THE NATURE AND EFFECT OF THIS ASSUMPTION OF RISKS, RELEASE, AND INDEMNITY AND FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I/THE VENDOR HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I HAVE REVIEWED AND UNDERSTAND THE WAIVER AND ALL TERMS OF THIS AGREEMENT.

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Signature of Releasor

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Print Name (Clearly)

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Date