

# Saline Summerfest Vendor Booth Rental Contract

**August 7, 2010 8am to 4pm**

This agreement, made and entered into the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Saline Summerfest, Lessor, and **Company Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_, **Lessee** Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Product/Service: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

With respect to the Saline Summerfest in Saline Michigan on August 7, 2010 ("Event"). The space herein rented and assigned by the execution of this Agreement, is described as follows: a space within the Saline Summerfest, Michigan. Booth size: (depth) 10 feet by (frontage) 10 feet. Said space to be occupied by and used for the purpose of display and sale of: (Description of activity to be preformed in booth:)

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1. Booth fee must accompany application. No booth assignments will be made before booth fee has been received.
2. The Festival Management reserves the right to reject any contract and return fee made with same.
3. No movies, loud speakers, amplifiers, radios or other broadcasting device will be permitted without written permission from the Festival Management.
4. It is agreed by the Lessee that all cars and trucks will be parked only where designated by the Festival Management. See Item 11 of Rules.
5. Each booth Lessee must confine his business to the booth assigned. Failure to do so may subject him to forfeit his booth without reimbursement.
6. Lessee must remain in operation for the entire event. Anyone arriving late, or leaving early may be excluded from future participation at the Saline Summerfest. See Item 7 of Rules.
7. No part of the space covered by this Agreement can be used or occupied by any other party nor reassigned or sublet by the Lessee.
8. No display or exhibit, in whole or in part, may be dismantled or removed prior to 4:00pm on the day of the Festival. See Item 2 of Rules.
9. Lessee agrees to conform to and abide by directions and/or rules made by the Lessor from time to time relating to signs, decorations, partitions, displays and Lessee's operations. All rules, regulations and conditions set forth and printed on the attached sheet to the Agreement are hereby accepted by both parties as an integral part of this Agreement.

By signing, I understand the rules set out in this contract

Signature: \_\_\_\_\_, Lessee Date \_\_\_\_\_

Make check out to **Saline MI Picnic in the Park, Inc.**

mail with application to: Borer Family Chiropractic, 210 W. Michigan Ave., Saline, MI 48176

For questions or concerns contact Dr. Rob Borer at 734-944-7200 or [contactus@borerchiro.com](mailto:contactus@borerchiro.com)

## Rules and Regulations

1. The precise location of the rental space, and the direction of exhibit set up (orientation) shall be determined and directed in the sole discretion of the Lessor, and the Lessor shall further be entitled to change the location, or orientation, at any time, and the Lessee shall promptly comply with all determinations and directions of the Lessor.
2. All exhibits/displays shall be in place and ready for public service not later than 8:00am Saturday, August 7, 2010 and must remain in place and in operation and must not be removed from the location before 4:00pm of the same day. Lessee must break down and remove its property no later than 11:59pm on Saturday, August 7. In the event Lessee fails to remove its property by the foregoing time, Festival Management has the right to immediately remove and discard such property.
3. Any violation of any provision of this rental contract and the Rules and Regulations contained herein shall be grounds for immediate closure of the Lessee's operations, and ejection from location and event. All moneys paid shall be forfeited and retained by the Lessor.
4. Lessee agrees to leave the premises and property covered by this agreement in the same condition as when he takes possession.
5. Lessee is responsible for providing their own tent, tables, chairs and any display materials.
6. The Lessee shall be subject to any regulations made, or directions given by the Festival Management, concerning cleanliness of space, neatness and conduct of attendants, disposal of wastes, rubbish, garbage, and used containers, and general attractiveness of the grounds. Lessee is responsible for the cleanliness and maintenance within the rented space.
7. Booths must be manned for no less than 6 hours during hours of event. If booth is not manned, the Saline Summer Festival will not be responsible for loss or damage of Lessee's property.
8. Festival Management reserves the right of refusal of any item or items placed for sale that it deems inappropriate, dangerous or not meeting good public standards.
9. Festival Management reserves the right to remove any display, game or product it finds disruptive or damaging to the peaceful decorum of the Festival.
10. Fee is \$50 for a 10'x10' space. Checks are payable to **Saline Picnic in the Park Inc.** and must accompany the application. Checks will be cashed as merchants are accepted by Festival committee. There will be no refunds after June 1, 2010. No refunds will be given due to cancellation of the event by, an act of god, local authorities, or inclement weather.
11. There is no reserved parking for Lessee. Lessee may load and unload near booth prior to start of Festival, but vehicles may not remain in areas that interfere with Festival activities during Festival hours.
12. Indemnification. (a) The Saline Summerfest will indemnify and hold Lessee, its parent and affiliate companies, and their respective officers, directors, employees and agents, harmless from and against all claims, losses, liabilities, damages and expenses (including attorney's fees) on account of injury or death to any person, including employees of the parties hereto, or loss of or damage to property, arising out of any acts or omissions of the Saline Summerfest or of its representatives. (b) Lessee will indemnify and hold The Saline Summerfest, its parent and affiliate companies, and their respective officers, directors, employees and agents, harmless from and against all claims, losses, liabilities, damages and expenses (including attorney fees) on account of injury or death to any person, including employees of the parties hereto, or loss of or damage to property, arising out of any products sold by or on behalf of Lessee and any acts or omissions of Lessee or of its representative.