

**9<sup>TH</sup> ANNUAL MELA**  
**INDIA FESTIVAL USA**

**Bridging Cultures, Generations & Communities**

**Application Form For Exhibitor / Booth Rental**

*Please read Terms and Conditions of Exhibitor Booth Rental carefully*

Business / Organization Name	
Contact Name	
Address	
Phone	
Email	
Merchandise / Service Description	

Booth Size is 10 feet wide by 8 feet deep (approx.). One chair and table for the space will be provided. Electrical connections will be provided if available and would entail **extra** charges.

Booth Rental Rate	<b>\$175</b> (if booked by Aug 5, 2018). <b>\$250</b> after Aug 5, 2018
Number of Booths Requested	
Payment Enclosed <i>(Must be prepaid in full with this form)</i>	\$
<b>Please make check payable to</b>	<b>India Festival USA</b>
Mail this form & payment to	<b>India Festival USA</b> 7910 Windridge Dr., Broadview Hts., Ohio 44147

I have read and understood the terms and conditions of the Exhibitor Booth Rental Agreement at India Festival USA 2017 and shall abide by them. We, the undersigned and the participants, expressly release the organizers of this event, owners of the event site, and all associated with the event of and from any and all liability for any theft, damage, injury or loss to any persons or goods arising from occupation and operation of licensed space by us.

Signature: \_\_\_\_\_

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

**Please sign also on the reverse**

## Exhibitor Booth Rental Agreement Terms and Conditions

The following terms and conditions apply for merchant booth rentals at the India Festival USA 2018 event (hereafter referred to as Event) between the merchant (hereafter referred to as Vendor) and India Festival USA Event committee (hereafter referred to as Organizer). The event will be held on September 15, 2018 at Independence Middle School & Gymnasium, Independence, Ohio (hereafter referred to as Facility).

1. All applicable federal, state and local laws must be abided by the Vendor during the event. In addition, all requirements and rules of the Independence School Board governing the use of Facility are to be followed without any exception.
2. All Food vendors must procure temporary food service permit from required authorities and must submit copy of permit at least 10 days before the event.
3. The Organizer shall provide each Vendor with Booth(s) as applicable per this application form. Each booth will be provided with minimum one table, one chair and general ambient lighting in the designated area of the Facility. The Vendor must return the booth in a clean "as received" condition without any damage or defacement. An additional charge will be levied upon the Vendor if the Booth is not returned in "as received" condition.
4. Each Vendor will receive two non-transferrable vendor passes for the Event. Additional members shall purchase tickets at non-discounted price.
5. The Organizer reserves the right to refuse participation to any Vendor.
6. A returned check fee will be assessed at \$75 per check. Vendors having returned checks will be allowed to register only if a payment is made through a money order/ cashiers' check.
7. The Vendor shall arrange at their cost all insurance coverage for damage, theft or any kind of loss of merchandise and any accidental injury caused to themselves or to any third parties within the Facility. The Vendor must indemnify the organizer for any claim and/or liability associated with them, their booth or activity.
8. The Vendor agrees to pay the full 100% non-refundable payment with application for booth. Non-receipt of payment would make this application invalid. No refund of any prior payment will be made except when the event is cancelled.
9. The Vendor must arrange for his/her own transportation and accommodation. Vendors must bring their own carts and/or trolleys for carrying goods. Vendors must use the designated loading docks for loading and unloading their merchandise. The Vendor must remove all materials from the Facility by 6:00 PM on Saturday, September 15th, 2018.
10. It is agreed by the Vendor that the layout and location of the booth will be at the sole discretion of the Organizer within the general booth/exhibition area in the Facility.
11. The Vendors acknowledge that it is their own decision to rent the booth space at the Facility, and that the Organizer or any of its agents, employees, volunteers or officers did not make any representation or offer any explicit or implicit assurance or guaranty of any kind in regard to the number of attendees visiting the exhibit booth. The Organizer shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God, terrorism, or any other cause beyond its control. Anyone visiting, viewing, or otherwise participating in the Event Exhibition area is deemed to be the invitee or licensee of the exhibitor, rather than the invitee or licensee of the Organizer. Vendors assume full responsibility and liability for the actions of their agents, employees of independent contractors, whether acting within or without the scope of their authority and agree to hold harmless the Organizer and the Facility from responsibility for liability resulting directly, or indirectly, or jointly, from other causes, which arise because of the actions or omissions of its agents, employees, or independent contractors, whether within or without the scope of authority. There is not an-other agreement or warranty between the Vendor and the Organizer except as set forth in this agreement. The rights of the Organizer under this agreement shall not be deemed waived, except as specifically stated in writing and signed by an authorized officer of the Organizer. The vendor agrees by the signed application and contract to indemnify the Organizer against all liability resulting from negligence of the vendor, his/her agents, or employees, and shall reimburse the Organizer for any loss or expense incurred by the Organizer for reasons of such negligence.
12. In case the Facility and or exhibition area is damaged or destroyed by fire, elements, or any other cause, or if circumstances shall make it impossible for the Organizer to permit a Vendor or Vendors to occupy the space assigned during any part or the whole of the period covered, then during such circumstances, the Organizer will not be liable for the fulfillment of this contract as to the delivery of space and the Vendor shall be reimbursed a proportionate share of the space rental.
13. The Organizer reserves the right to forfeit, any rented booth space that remain unoccupied till 1pm on the event day and to rent said space to any other Vendor, or use said space in any other manner the Organizer feels necessary. This clause shall not be construed as affecting the obligation of the Vendor to pay the full amount specified in the contract for space rental should the Organizer not resell the space.
14. The Organizer shall use proper and reasonable care to have all applicable power services installed in time for the opening of the event. Proper and reasonable care shall be taken to prevent the interruption of power services during the exhibition. However, the Organizer shall not be held responsible for late installation or any interruption that may occur.
15. Any dispute between the Vendor and the Organizer subsequent to the execution of the Contract shall be arbitrated under the Ohio law. The Vendor however understands and explicitly agrees that in no case the Organizer shall be liable for any damage, penalty or monetary award resulting from such dispute of an amount exceeding the total amount of rental payment paid by the Vendor.
16. Vendors will not engage in the following activities at any time in the Facility
  - subletting or sharing their booth without prior written approval of the organizer.
  - selling any kind of snacks, food or beverage.
  - engaging in any activity (such as, display, lecture, canvassing, distribution of pamphlets, video presentation, etc.), which could be construed as an attempt to convey or propagate any religious thought or faith, or to advance any political cause or any activity which may create racial or communal controversy or ill feeling. The organizer reserves the right to make discretionary judgment and take final decision to close the booth or take any other action in such cases and no refund of rental or any payment of any kind will be made to the vendor.
  - selling or distributing any contraband merchandise, pirated goods or goods produced in violation of copyright and/or patent laws of the United States of America.
  - engaging in any activity, which could be deemed inappropriate in any public space. The organizer reserves the right to make discretionary judgment and take final decision to close the booth or take any other action in such cases and no refund of rental or any payment of any kind will be made to the vendor.
  - creating any form of chemical, environmental pollution and/or fire hazard (including but not limited to, use of open flame, storage of combustible and hazardous material, tampering or interfering with electrical lines, etc.)
17. Any points not covered under this agreement are subject to decision by the Organizer. Non-compliance to any of the above clauses will lead to cancellation of the booth allocation and/or any contract previously entered by the organizers in good faith. No refund of rental payment or payment of compensation of any kind will be made. Organizer will not be liable for any monetary loss of the vendors for cancellation of booth allocation for any cause.

Agreed to and Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_