

Dayton Hamvention® 2018 Flea Market Agreement

This Agreement is made by and between the Dayton Amateur Radio Association, Inc., DBA Dayton Hamvention® 2018 and VENDOR

VENDOR'S Legal Name

VENDOR and Dayton Hamvention® 2018 agree to the following:

1. **BOOTH SPACE:**
That in consideration of \$70-100 per space, the Dayton Hamvention® 2018 will provide and assign to the VENDOR a vending area of Flea Market spaces as agreed via the online registration system. Additionally, if a space is selected, which is considered a "Premium Space", additional fees may be incurred.
2. **SPECIAL SERVICES:**
That any other services or fixtures may be contracted for, by, and solely between the VENDOR and the Greene County Fair Board or any other contractor and at all times shall remain subject to approval by the Dayton Hamvention® 2018. All outside contractors must have the Dayton Hamvention® 2018 approval prior to providing any services to VENDOR.
3. **TERM OF AGREEMENT:**
That this Agreement will govern the conduct of the parties from May 17, 2018 at 7:00 a.m. until May 20, 2018 at 10:00 p.m. EST while on the grounds of the Greene County Fairgrounds Complex, except in the event of any cancellation or termination of the Dayton Hamvention® 2018, at which time this Agreement will end upon the VENDOR'S exit from the Greene County Fairgrounds Complex. Any exception must have written approval of the Dayton Hamvention® 2018. Both parties waive any claims for damages or compensation as a result of this cancellation or termination. Ohio Law shall govern this Agreement.
4. **EXHIBITS:**
 - A. That the Dayton Hamvention® 2018 site at the Greene County Fairgrounds Complex shall be available for the unassisted installation of displays on May 18, 2018 from 7:00 a.m. until 7:00 pm and on May 18 and 19, 2018 from 6:00 am until 8:30 am. Any other times require approval and assistance of the Flea Market Chairman/Assistant Chairman.
 - B. That the Dayton Hamvention® 2018 site at the Greene County Fairgrounds Complex shall be available to dismantle displays on Sunday, May 20, 2018 from the time the displays close until 6:00 p.m. Display materials and exhibits must be removed from the Dayton Hamvention® 2018 site by Sunday 10:00 p.m., May 20, 2018, unless written arrangements are made with the Dayton Hamvention® 2018.
 - C. All vehicle movement in the Flea Market area must stop one half hour before show time, this includes 2 wheel motorized vehicles. Scoot-Around (or like items) are available at the ADA office. Contact them for details.
5. **ACTIVITIES:**
That the VENDOR shall be solely and completely responsible for the installation and dismantling of his exhibit, and for the operation of his assigned display area, including the sale of goods, compliance with all applicable safety, licensing, tax, or other regulations, and shall hold the Dayton Amateur Radio Association, Inc., and the Dayton Hamvention® 2018, its members, agents, and servants harmless from all liability which may result either directly or indirectly from VENDOR activities. All VENDOR activities shall comply with the Rules and Regulations imposed upon the Dayton Hamvention® 2018 by reason of its master agreement with the Greene County Fairgrounds Complex. At our sole discretion, the Dayton Hamvention® 2018 reserves the right to remove from the Greene County Fairgrounds Complex any VENDOR found not to be consistent with the amateur radio/electronics hobbyist nature of the show or of any exhibitor who fails to comply with the conditions of this Agreement.
6. **SECURITY SERVICE:**
That the Dayton Hamvention® 2018 will provide limited security service in or about the Flea Market area on May 18, 2018 commencing at 6:00 a.m., and continuing until the exhibit area is cleared of spectators on May 20, 2018. The Dayton Hamvention® 2018, Greene County Fair Board, AND/OR THEIR CONTRACTORS, DO NOT GUARANTEE THE SECURITY OF THE EXHIBIT AREA OR PERSONAL PROPERTY AND SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR LOSSES OF MERCHANDISE.
7. **HOLD HARMLESS:**
That VENDOR shall hold harmless/indemnify the Dayton Hamvention® 2018, its agents, representatives, officers, directors, and the Greene County Fairgrounds Complex from all liability, loss, claims, suits and/or judgments arising from VENDOR'S negligent or intentional wrongful acts or omissions. The Dayton Hamvention® 2018 disclaims responsibility for injury to any persons resulting from VENDOR negligent or intentional wrongful acts or omissions.
8. **LIMITATION OF LIABILITIES:**
That under no circumstances shall the Dayton Hamvention® 2018 or any affiliated entity have any liability whatsoever for incidental or consequential loss or damages such as, without limitation, lost profit or revenue, loss of use, increased costs or expense, or claims resulting from agreements of VENDOR and third parties. VENDOR at all times remains solely liable for penalties, liquidated damages, indemnification of the Dayton Hamvention® 2018 and others.
9. **ACTS OF GOD:**
That the Dayton Hamvention® 2018 shall not be liable for delay or nonperformance attributable to war, fire, flood, acts of God, acts of third parties, terrorism, acts of governmental authorities, accidents, work stoppage, riot and disobedience, equipment breakdown, or other measures beyond our reasonable control. No requests for refunds will be honored after March 1, 2018.

10. **EXHIBITOR RESPONSIBILITY:**

That the EXHIBITOR shall assure adequate manning of his space at each day's opening of the Flea Market area to the Dayton Hamvention® 2018 attendees. Lost Flea Market Space Passes or Courtesy Parking Passes may be replaced at the discretion of the Flea Market Chair/Assistant Chair, providing proof can be found that the VENDOR had already registered.

11. **REPRODUCTION OF TICKETS AND PASSES:**

That the purchaser of a Flea Market space is required to hold a valid Vendor's Admission ticket. Included with a space rental is a Space Pass, which is required to drive a vehicle into the Flea Market area. ANY and ALL tickets and passes issued by any of the Dayton Hamvention® committees are original documents and must be used as such. Reproduction of any such original tickets or passes, for the intended purpose of gaining access to any of the Dayton Hamvention® events shall be considered counterfeiting and the holder of any such documents, as well as the purchaser of said documents, shall be subject to forfeiture of ALL purchased tickets and passes and will be escorted from the Greene County Fairgrounds property. ANY and ALL tickets and passes purchased by an individual (vendor) are considered to be the responsibility of that individual (vendor), who in turn may be held liable for any fraudulent activities by a holder of said counterfeit tickets or passes. Inclusive are any vehicles found to have counterfeited passes displayed, wherein said vehicles may be towed at the owner's expense. In the case of any counterfeited documents, ANY and ALL tickets purchased by the registered vendor, along with ANY and ALL passes issued to them shall be considered invalid and any such registered tickets will not be eligible for any prize drawings or other event activities. Any individuals found holding invalid tickets or passes, either within or for the intended purpose of accessing any Dayton Hamvention® areas, will be either escorted from or denied access to such areas and any privileges of said tickets and/or passes will be revoked. Any such aforementioned duplication shall be considered an act of fraud and may be subject to prosecution, under local statutes. Additionally, violators will be deemed ineligible for renting or occupying any Flea Market spaces, at future Dayton Hamvention® events.

12. **USE OF REMOTE CONTROLLED AIRCRAFT:**

That the EXHIBITOR, for the, duration of the Dayton Hamvention®, shall not fly or participate in the action of flying any type of remote controlled aircraft, anywhere in the airspace above the Greene County Fairgrounds Complex, as this area shall be considered to be a "No Fly Zone", for any type of commercial or amateur Unmanned Aerial Vehicle (UAV). This includes, but is not limited to helicopters, fixed wing aircraft, drones or any other type of UAV. With the recent popularity of these devices and the potential of crashes due to loss of control, the welfare and privacy of our visitors and vehicles demands that we prohibit the flying of them anywhere above the entire Greene County Fairgrounds Complex, without the written consent of the Dayton Hamvention® General Chairman. The Greene County Fairgrounds Complex includes the areas of the Flea Market, ADA parking area, overnight camping area, the main parking lot extending East from the Greene County Fairgrounds Complex, as well as anywhere inside or above any of the Greene County Fairground structures themselves. Inclusive is any demonstration or short duration flight, by any potential buyers or sellers. Violators risk potential expulsion form the Hamvention® event.

Assignment of this Agreement and subletting or sharing of a display area without the written permission of the Dayton Hamvention® 2018 is prohibited.

13. EXECUTION:

Executed by the Exhibitor, this _____ day of _____ by
Dayton Hamvention®2018 Confirmation (Do not mark below this line)

Accepted for Dayton Amateur Radio Association, Inc. DBA Dayton Hamvention® 2018 this _____ day of _____, by Admin
_____, Flea Market Chairman/Assistant Chairman. Upon acceptance, your signed copy may be sent to you and/or a
copy will be on file at the Dayton Hamvention® 2018 Flea Market Office.

Space # (s) # Admission Tickets Ordered