

Dayton Hamvention® 2019 Flea Market Agreement

This Agreement is made by and between the Dayton Amateur Radio Association, Inc., DBA Dayton Hamvention® 2019 and VENDOR

VENDOR'S Legal Name

VENDOR and Dayton Hamvention® 2019 agree to the following:

1. **BOOTH SPACE:**
That in consideration of \$70-100 per space, the Dayton Hamvention® 2019 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® 2019. All outside contractors must have the Dayton Hamvention® 2019 approval prior to providing any services to VENDOR.
3. **TERM OF AGREEMENT:**
That this Agreement will govern the conduct of the parties from May 16, 2019 at 7:00 a.m. until May 19, 2019 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® 2019, 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® 2019. 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® 2019 site at the Greene County Fairgrounds Complex shall be available for the unassisted installation of displays on May 16, 2019 from 7:00 a.m. until 7:00 pm and on May 17 and 18, 2019 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® 2019 site at the Greene County Fairgrounds Complex shall be available to dismantle displays on Sunday, May 19, 2019 from the time the displays close until 6:00 p.m. Display materials and exhibits must be removed from the Dayton Hamvention® 2019 site by Sunday 10:00 p.m., May 19, 2019, unless written arrangements are made with the Dayton Hamvention® 2019.
 - 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® 2019, 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® 2019 by reason of its master agreement with the Greene County Fairgrounds Complex. At our sole discretion, the Dayton Hamvention® 2019 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® 2019 will provide limited security service in or about the Flea Market area on May 17, 2019 commencing at 6:00 a.m., and continuing until the exhibit area is cleared of spectators on May 19, 2019. The Dayton Hamvention® 2019, 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® 2019, 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® 2019 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® 2019 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® 2019 and others.
9. **ACTS OF GOD:**
That the Dayton Hamvention® 2019 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 April 1, 2019.

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® 2019 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 activity 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 from the Hamvention® event

13. **RELEASE:**

That the EXHIBITOR, By participating in any Hamvention or the Dayton Amateur Radio Association (DARA) event, you consent to interview(s), photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites, social media, or any other purpose by the Dayton Hamvention and DARA and its affiliates and representatives. Images, photos and/or videos may be used to promote similar Hamvention and DARA events in the future and highlight the event and exhibit the capabilities of Hamvention and DARA. You release Hamvention and DARA, its officers and volunteers, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication and use of interviews, photographs, computer images, video and/or or sound recordings. By entering the event premises or any associated event, you waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by Hamvention, DARA or the person or entity designated to do so by CAFB.

Assignment of this Agreement and subletting or sharing of a display area without the written permission of the Dayton Hamvention® 2019 is prohibited.

14. **EXECUTION:**

Executed by the Exhibitor, this _____ day of _____ by
Dayton Hamvention®2019 Confirmation (Do not mark below this line)

Accepted for Dayton Amateur Radio Association, Inc. DBA Dayton Hamvention® 2019 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® 2019 Flea Market Office.