



## DALLAS GREEK PICNIC 2009 RULES AND REGULATIONS

**TERMS AND CONDITIONS:** The terms & conditions outlined herein have been established for the mutual benefit & protection of all Vendors, Visitors, & Event Organizers and may not be modified unless in writing signed by both parties. The vendor agrees to these terms & conditions as an integral part of this binding contract. Dallas Greek Picnic Staff is represented by DGP. Please read carefully to avoid any misunderstandings.

**PAYMENTS:** Space rental and/or ad fees are due on dates specified on the invoice. Payments not received by the due date on the invoice, will result in the loss of any discounts. Payments by credit card may not be charged back. All agreements & payments are final, non-transferable, & non-refundable. In the event that any remaining balance of the full remittance for the space(es) engaged by the vendor has not been received by DGP on or prior to **May 15, 2009**, DGP reserves the right to cancel this contract without liability. In such event, DGP shall retain the amount paid by such vendor as a forfeited deposit.

**EXHIBIT SPACE:** Allocation of Booth/Space Assignments is on a first-come, first-serve basis. DGP reserves the right to reposition location of vendor space in advance of the event for any reason it deems necessary, although DGP will attempt to fulfill any reasonable requests for space location. Vendors are responsible for the set-up, maintenance & safety of their own space/exhibit. The vendor agrees to arrange the exhibit so as not to obstruct or interfere in any way with the general view, the view of the exhibits of other vendors, or the free passage of spectators. The decision of DGP as to what constitutes an obstruction or interference shall be final. vendors will not sublease spaces/exhibits without the express written consent of DGP. Sharing of spaces/exhibits or use or display by unauthorized or third parties is strictly prohibited. All exhibits must be professional in appearance & remain assembled & staffed throughout exhibit hours until the official closing time. vendors must designate one person as its authorized representative at the space, such that any written or verbal notices given to the authorized representative shall be deemed received by vendor. If any vendor fails to occupy space contracted for or should vendor's display &/or materials fail to arrive, vendor shall not be relieved of the obligation of paying full rental charge for such space. If space is not occupied by the time set for completion of the installation of the displays, such space may be taken by DGP Management & reallocated or reassigned for such purposes or used as the Management may see fit.

**LIMITATION ON LIABILITY:** Vendor expressly releases DGP, subsidiaries, affiliates & their respective officers, directors, agents & employees harmless from any liability & waives any & all demands, claims, & causes of action in law or in equity, related to any defect, deficiency, failure or impairment of utilities or other facilities, including water, heating, electricity, ventilation, refrigeration or other mechanical systems failure: (a) the conduct negligence or claims of any vendor or attendee; & (b) any fire, flood, strike, weather or other act beyond the control of DGP.

**INDEMNIFICATION:** Vendors display & exhibit property at their own risk. DGP does not assume any responsibility for loss or damage to vendor's property. DGP will not be held accountable for the death or injury of any person attending an event, or for any damages suffered by vendor or its officers, agents, employees or invitees as a result of any cause whatsoever. Vendor shall indemnify & hold DGP, subsidiaries, affiliates & their respective officers, directors, agents & employees harmless from any suit or claim arising out of any action or failure to act by the vendor. Vendor shall be liable for any & all damages caused by vendor to

the event building's grounds, landscaping, floors, walls, columns, or any other part of the building, or to the chattels & fixtures of the building or any other vendor or person or entity having property at the event building's premises. vendors are required to obtain insurance coverage for this risk.

**CANCELLATION:** DGP reserves the right, upon reasonable notice to the vendor, to substitute alternate dates &/or facilities other than those originally planned for the particular event. In the event of cancellation of any event by DGP, DGP shall, at vendor's option, either refund any amounts paid by vendor in full or apply said amounts to a future DGP. There will be no refunds on exhibit deposits or payments. Vendor will not be entitled to recover any damages or costs other than deposit or payments.

**DGP EVENT AUTHORITY:** Vendor, also hereby grants DGP permission to use vendor's name &/or logos for promotional purposes in connection with the event &/or other events produced by DGP. This permission shall extend to photographs of the Vendor's Space & personnel.

**VENDOR AGREEMENT:** Vendor agrees to adhere to (A) NO MUSIC played in any form, from any space, without special permission from DGP Producer, (B) No reproduced tapes or counterfeit merchandise such as "knockoff" versions of popular clothing will be allowed to be sold; (C) No selling of guns, ammunition, survival weapons, pepper gas, tear gas, etc.; (D) Spaces must be visible with no side poles and no side drapes blocking the view. vendor must have displays remain inside the space dimensions; (E) DGP is not responsible for any items that are missing or stolen from your space.

**GREEK PARAPHERNALIA:** Vendors selling affiliate paraphernalia displaying the "logo" or "shield/escutcheon" of an affiliate organization for which the items are being sold. No authorization is required for vendors selling general merchandise.

**DISPUTE:** If the vendor fails to comply in whole or in part with the terms & conditions outlined herein, all rights of the vendor shall be terminated. Any payment made by the vendor on account hereof will be retained by DGP &, in addition to any other remedies available to DGP in law or in equity. DGP may thereupon lease the respective booth/exhibit space to a third party. In the event of any dispute to the terms of this Contract, the parties agree to submit to the jurisdiction of the District Court of Dallas County, Texas. The prevailing party shall be entitled to recover costs & attorney fees. This contract shall be interpreted & construed pursuant to the laws of the State of Texas.

**REFUND:** Request for refunds must be in writing and postmarked by **May 22, 2009** to DGP. This request should be in the form of a request letter or E-mail, [refund@dallasgreekpicnic.com](mailto:refund@dallasgreekpicnic.com) stating the reason for cancellation and all contact information of petitioner. A non-refundable processing fee of 25% will be assessed for all refund requests.

**INTERPRETATIONS OF THE ABOVE RULES AND REGULATIONS:** The above stated conditions are considered a part of this contract. DGP reserves the right to interpret them as well as make decisions on all points the rules and regulations do not cover. Decisions made by DGP are final.

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

Printed Name: \_\_\_\_\_

**PLEASE BE ADVISED THIS FORM & VENDOR FORM MUST BE SUBMITTED IN ORDER TO COMPLETE REGISTRATION.**