

Dayton Hamvention® 2012 Flea Market Agreement

This Agreement is made by and between the Dayton Amateur Radio Association, Inc, DBA Dayton Hamvention® 2012 and VENDOR

VENDOR and Dayton Hamvention® 2012 agree to the following:

1. BOOTH SPACE:

That in consideration, the Dayton Hamvention® 2012 will provide and assign to the VENDOR a vending area as agreed via the online registration system.

2. SPECIAL SERVICES:

That any other services or fixtures may be contracted for, by, and solely between the VENDOR and Dayton Hara Arena Complex or any other contractor and at all times shall remain subject to approval by the Dayton Hamvention® 2012. All outside contractors must have the Dayton Hamvention® 2012 approval prior to providing any services to VENDOR.

3. TERM OF AGREEMENT:

That this Agreement will govern the conduct of the parties from Thursday, May 17, 2012 at 8:00 a.m. until Sunday, May 20, 2012 at 10:00 p.m. EDT while on the grounds of HARA Arena, except in the event of any cancellation or termination of the Dayton Hamvention® 2012, at which time this Agreement will end upon the VENDOR'S exit from Dayton Hara Arena Complex. Any exception must have written approval of the Dayton Hamvention® 2012. 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® 2012 site at the Dayton Hara Arena Complex shall be available for the unassisted installation of displays on Thursday May 17, 2012 from 8:00 a.m. until midnight and on May 18, 19 and 20, 2012 from 6:00 am until 7:30 am. Any other times require approval and assistance of the Flea Market Chair/Assistant Chair.

B. That the Dayton Hamvention® 2012 site at Dayton Hara Arena Complex shall be available to dismantle displays on Sunday, May 20, 2010 from the time the displays close until 8:00 p.m. Display materials and exhibits must be removed from the Dayton Hamvention® 2012 site by Sunday 10:00 p.m., May 20, 2012 unless written arrangements are made with the Dayton Hamvention® 2012.

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® 2012, 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® 2012 by reason of its master agreement with the Dayton Hara Arena Complex. At our sole discretion, the Dayton Hamvention® 2012 reserves the right to remove from the Dayton Hara Arena 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® 2012 will provide limited security service in or about the Flea Market area on May 17, 2012 commencing at 8:00 a.m., and continuing until the exhibit area is cleared of spectators on May 20, 2012. The Dayton Hamvention® 2012, Dayton HARA ARENA, 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® 2012, its agents, representatives, officers, directors, and Dayton Hara Arena Complex from all liability, loss, claims, suits and/or judgments arising from VENDOR'S negligent or intentional wrongful acts or omissions. The Dayton Hamvention® 2012 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® 2012 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® 2012 and others.

9. ACTS OF GOD:

That the Dayton Hamvention® 2012 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, 2012.

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® 2012 attendees. Lost VENDOR space tickets or 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. Assignment of this Agreement and subletting or sharing of a display area without the written permission of the Dayton Hamvention® 2012 is prohibited.