

Exhibitor Contract

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Event: BASTILLE DAY LOS ANGELES FESTIVAL
Elysian Park - Monticello Old Lodge
Los Angeles - CA 90026
www.bastilledaylosangeles.com

Sunday, July 12, 2009
Hours: Noon - 10PM

www.passionsproductions.com

1 Your Company

Company Name _____

Address _____

City _____ Zip Code _____

State _____ Country _____

Telephone _____ Fax _____

Person in Charge 1 _____

Position _____ E-mail _____

Person in Charge 2 _____

Position _____ E-mail _____

Responsible for Technical File _____

Direct line _____ E-mail _____

Website _____

2 Billing Address

Legal Company Name _____

Address _____

City _____ Zip Code _____

State _____ Country _____

Telephone _____ Fax _____

Person in Charge _____

Position _____ E-mail _____

US ■ Passions Productions
8410 Harold Way - Los Angeles, CA 90069
tel (323)656-6083 ■ fax: (323)656-6484
www.passionsproductions.com



3 Official Partnerships

- BastilleDay Title Sponsor \$ _____
- Main Stage Sponsor \$ _____
- VIP Tent Sponsor \$ _____
- Champagne/Club Sponsor \$ _____
- Waiters Race Sponsor \$ _____
- Children Area Sponsor \$ _____
- Petanque Sponsor \$ _____
- Picnic Area Sponsor \$ _____
- Branding Awareness Program \$ _____
- Exclusive Pouring Rights \$ _____
- Other \$ _____

TOTAL 1 \$ _____

5 Bastille Day Los Angeles Magazine

- Back Cover \$ _____
- Inside Front Cover \$ _____
- Inside Back Cover \$ _____
- Double Page \$ _____
- Full Page \$ _____
- Half Page \$ _____
- 1/4 Page \$ _____
- Business Card \$ _____
- Other (please specify) \$ _____

TOTAL 2 \$ _____

6 Vendors Booths

- Food Vendor \$ _____
- Sales Vendor \$ _____
- Information Vendor \$ _____
- Artist/Non-Profit \$ _____

TOTAL 3 \$ _____

Each vendor at the Festival will be provided one 10x10 canopy tent, one 8 ft. table and two chairs.

7 Description - Special Notes

8 Total Payment

- Total 1+2+3 \$ _____

BALANCE DUE \$ _____

9 Payment Terms

Payment is due at signature of this contract.



10 Payment Options

Please enter Balance Due

BALANCE DUE \$ _____

Payment by Company's Check

Please make check payable to: **Passions Par Excellence Productions**

Please send your check to: Passions Productions
8410 Harold Way ■ Los Angeles, CA 90069 ■ USA

Payment by Wire Transfer

Please request Passions Productions banking information:

Bank Name _____

Bank Address _____

City _____ Zip Code _____

State _____ Country _____

Account Name _____ Account Number _____

ABA _____ Swift Code _____

Signature _____

11 Declaration of Agreement

The undersigned has read and agrees to Passions Productions General Terms and Conditions hereto attached and undertakes to comply with them. The undersigned acknowledges that he/she represents and warrants that he/she is authorized by the company listed on this contract to bind it to the terms and conditions hereto attached and agrees that he/she is personally bound and liable pursuant to the attached terms and conditions, in the event that such authority to bind the company does not actually exist.

Signature _____

**THIS CONTRACT IS FINAL AND BINDING
FOR THE SIGNED AMOUNT**

12 Return Address

Please return this completed contract to your local representative via fax and mail.

Representative Agent: _____
address _____
tel _____ fax _____



13 Terms & Conditions - PLEASE READ CAREFULLY AND SIGN AT BOTTOM

The following Terms and Conditions apply to all entry to and use of the Bastille Day Venue (the "Location") as well as all marketing and advertisement opportunities, if applicable proposed by Passions Productions Inc. ("Passions") in connection with the 2009 BastilleDay Los Angeles Festival (the "Event").

1. Order Conditions / Terms of Payment

- 1.1. This form does not guarantee our acceptance thereof. An application reservation is only deemed accepted upon payment of fees.
- 1.2. We reserve the right to cancel an order at any time and undertake to promptly refund any payment you have made in connection with this form.
- 1.3. No refund will be issued should you decide to cancel this order following acceptance by us.
- 1.4. We will not be liable for non-publication or non-diffusion of any advertisement and no refund will be made should you fail to deliver on time or in the requested format the support of such advertisement.
- 1.5. Terms of Payment: Payment is due at signature of this contract. Failure to pay any sums when due shall be grounds for our cancellation of the application.
- 1.6. Our acceptance and promotion of your advertising media does not constitute exclusivity. We expressly reserve the right to accept and promote the advertising media of other individuals and companies, competitors or otherwise.

2. Conditions governing your access to the event

- 2.1. Access to the Event is restricted to exhibitors, sponsors, and paying attendees.
- 2.2. We reserve the right to refuse any person disturbing the quiet enjoyment of the Event by others.
- 2.3. You are required to refrain from any action that could undermine the cleanliness, hygiene and appearance of the Location and its installations, booths, etc.
- 2.4. You are required to avoid any audible nuisance that would disturb the quiet enjoyment of other sponsors and partners. You are required to cooperate in any way necessary to provide a safe and enjoyable event for fair goers as well as fellow participants.
- 2.5. Dogs are allowed on a leash.
- 2.6. Participants must adhere to event opening and closing times set by Passions. Participants must conform to all entry and exit traffic patterns on event day.
- 2.7. Participants must sell only from their designated space; no roving or moving to another location without permission from Passions.
- 2.8. You hereby acknowledge that you are precluded from placing any commercial or advertising displays within the Location, except inside your own booth.
- 2.9. You are prohibited from selling beverages at the event. Only food vendors authorized by Passions may sell food. No food or beverage of any kind (even free samples) may be distributed from other booths.
- 2.10. Food vendors are not allowed to sell beverages and must comply with all Department of Health Services regulations. Booth will be closed if selling liquor or any beverage.
- 2.11. All vendors must comply with parking restrictions and regulations.

3. Conditions governing the rental of a booth

- 3.1. Event hours are Noon to 10:00 p.m. You may access your booth starting 9AM on Sunday, July 12, 2009.
- 3.2. You must comply with fire codes set by the City of Los Angeles Fire Department.
- 3.3. The sharing of a booth with another company is strictly prohibited without our prior, written approval. You shall not sublet all or part of your booth.
- 3.4. You shall be liable for any loss or damage to any items, equipment or fittings provided by us.
- 3.5. You are responsible for clearing your booth at the end of the event.
- 3.6. You are responsible for set-up and removal of your displays in your booth. You shall be responsible for the removal of all of your furniture and belongings, as well as the return of your booth in its initial condition at the end of the event.
- 3.7. You must conform to your booth size restrictions on all sides and not infringe on walkways or neighboring booth spaces.
- 3.8. You must undertake all measures to protect your equipment. We shall not be liable for the theft of or damage to any items in your booth. We hereby advise you to properly insure said items.
- 3.9. You shall be responsible for any damage to your booth or any item therein. Any repair to be made will be invoiced to you.
- 3.10. All sales vendors must have a California State Board of Equalization seller's permit or application cannot be accepted.
- 3.11. All vendors should have their own liability insurance. Passions shall not be liable for any vendor.
- 3.12. No electrical supply will be provided without prior request by vendor and permission granted by Passions at least 2 weeks prior to event.

Signature _____



13 Terms & Conditions (cont.)

4. General Conditions

4.1. You hereby authorize us to use your name and logo on our website or on all other marketing material related to the event.

4.2. For the purpose of the Event, we reserve the right to photograph, capture, film or record the voice and image of you, your employees, agents, guests, or your booth or certain items or objects in your booth, whatever the medium, except where you have objected in writing beforehand.

4.3. You are not entitled to claim sponsorship of the City of Los Angeles and will be liable if you do so.

4.4. As consideration for your entry into Location and participation in any activities at the Location related to the Event, including, without limitation, Event exhibition, entertainment, services, and/or production, voluntarily or otherwise, YOU HEREBY:

■ **ACKNOWLEDGE THE HAZARDS:** the Event and the Location may involve hazards, including, without limitation, those related to temporary structures, overhead and ground cables, electrical wiring, heat sources, furniture, steps, ladders, sharp edges and protruding objects, uneven and exposed ground, drainage, holes and other indentations, landscaping, vermin, and unmarked natural and man-made hazards, and that the general public will be admitted to the Location without security screening, and that said hazards and members of the general public could cause damage to or loss or theft of property, minor and serious physical injury, long term disability, psychological harm, emotional distress, and death, **NO GUARANTEE OF PHYSICAL SAFETY BEING PROVIDED IN CONNECTION HEREWITH;** and

■ **ASSUME THE RISK,** expressly and voluntarily, of any and all hazards and dangers which may be associated with entering at and presence in the Location and participation in the Event, including, without limitation, the risk of damage, loss or theft of property, personal injury, permanent disability and death, **INCLUDING RISKS KNOWN TO YOU AND THOSE THAT ARE UNKNOWN, UNSUSPECTED AND UNFORESEEN;** and

■ **AGREE NOT TO SUE,** make any demand, bring any claim, legal action or proceeding, or seek attachment of property ("Claim"), against us or any of our parent companies, subsidiaries, affiliates, officers, directors, agents and employees, and their heirs, successors and assigns (collectively "Released Parties"), or any of them, in connection with any damages, loss or theft of property, or personal injury, permanent disability or death, including, without limitation, **INJURIES OR LOSSES CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASED PARTIES,** or any of them, or by hidden, latent or non obvious defects in or hazards at the Location, or breach of contract or warranty ("Losses"), arising out of or in connection with the undersigned's entry upon or presence at the Location or participation in the Event in any manner whatsoever; and

■ **FOREVER RELEASE AND AGREE TO INDEMNIFY** the Released Parties and each of them from any and all Claims (including, without limitation, costs and attorneys' fees) with respect to Losses arising out of or in connection with the undersigned's entry upon or presence at the Location or participation in the Event.

You are making this Waiver for yourself and on behalf of your heirs, assigns, guardians, executors, and legal representatives, and all minors in your party, and waive notice of the acceptance of this Hold Harmless Agreement.

4.6. We shall not be liable for damage to your property. Neither we and/or our sponsors, partners, representatives or any member or employee of Early Star Rising, Inc dba Passions Productions, the City of Los Angeles, the Elysian Park and/or any of their respective partners and/or agents and/or sponsors shall be liable for any injury, loss or damage to your property/representatives or employees. You hereby expressly release the foregoing parties, individuals and employees, from any and all claims for such loss, damage or injury.

4.7. These Terms and Conditions are governed by Californian law. Any dispute shall be subject to the exclusive jurisdiction of the Los Angeles Commercial Court.

YOUR SIGNING OF THIS APPLICATION FORM CONSTITUTES YOUR ACCEPTANCE OF THE ABOVE TERMS AND CONDITIONS.

Signature _____