

## Terms and Conditions of Retail & Food Vendors

1. **Liability**

Vendor agrees to indemnify, defend and hold harmless MSC United and its Tournament (hereafter referred to as MSC) its principals, agents, officers and employees from all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by any act or omission, negligent or otherwise, of Vendor's agents, employees, invitees, contractors or guests.. Vendor agrees to use and occupy the Vending Space and all other sites associated with Vendor's participation in the tournament at Vendor's own risk. Vendor hereby releases MSC, its agents, officers, employees and invitees from all claims for any damage, loss or injury to persons or property occurring in connection with Vendor's activities at the tournament, including, but not limited to damages, resulting from the acts of other Vendors, theft, vandalism, fire and other casualty damage or damage arising from any defects in the premises.
2. **Space Assignments**

MSC will assign booths in all cases. However, in every case the vendor's choice will be honored based on the special needs and compatibility of other vendors. MSC Reserves the right to rearrange or renumber the site plan and relocate any vendor if it appears for the general good of the tournament.
3. **Set-ups**

Vendors must arrive at the site on Friday, November 4, 2011 between 2 and 5 p.m. PROVISIONS FOR THOSE WHO CANNOT ARRIVE BETWEEN THOSE HOURS MUST BE MADE PRIOR TO ACCEPTANCE OF VENDING CONTRACT.
4. **Vending Space**

Vendor shall maintain a responsible individual(s) in the vending space at all times during vending hours. Booths may be open for business any time after setup on Friday. Vendor has option to sell during extended hours at their discretion. Vendor shall be responsible for the conduct of any employees, agents, visitors or guests in or about the Vending Space. Vendor shall cause all such employees, agents, visitors or guests to be familiar with all rules governing Vendors. Vendor is responsible for the control and maintenance of the Vending Space during the entire term for which the Vending Space is used by the Vendor. Area shall be returned to MSC in its original condition, and Vendor agrees to reimburse MSC for any cost or expense incurred by MSC in cleaning up or repairing damage to site.
5. **Compliance with Law**

Vendor, agents, employees, or assigns shall comply with all rules, regulations and requirements of the Fire Marshal, the Health Department of City of Mesa, Arizona or any governmental entity having jurisdiction over the premises. Vendor may be required at MSC's sole option to immediately cease its operations and vacate the premises if Vendor's operation thereof or the conduct of its agents, employees, or assigns should be found to be in violation of any such lawful requirements.
6. **Use of the Vending Space**
  - a. No sound system, musical instruments, noise makers, loudspeakers, microphones or other sound amplification or broadcasting devices of any kind may be used.
  - b. Vendor may not conduct a registration for a drawing of any kind without the prior consent of MSC.
  - c. General distribution of brochures, pamphlets, leaflets, flyers, newspapers, magazines or other literature or promotional materials of any kind or character is prohibited unless authorized by MSC. Non-compliance is subject to immediate dismissal and forfeiture of application fee.
  - d. Vendor agrees not to use the vending space for any political or religious purpose.
  - e. Solicitation of funds for any political, educational or charitable corporation or association or any other corporation, association, group, individual or cause of any kind or character is strictly prohibited.
  - f. Vendor agrees not to place any item or merchandise outside of the designated Vending Space.
  - g. MSC, at its discretion, reserves the right to assign Vendors to the best space available, and to make shifts in location as deemed necessary.
  - h. No display space shall be sublet. No exceptions.
  - i. All food Vendors must be insured for liability and provide proof of coverage before set-up will be allowed. In all cases, food Vendors wishing to insure their goods must do so at their own expense. MSC is not liable for any claims for theft, damage, or injury in conjunction with the Vending Space
10. **Removal of Vendors by MSC**

MSC reserves the right to prohibit any Vendor / exhibit

  - (i) which, in MSC's reasonable judgment may detract from the general character of the tournament
  - (ii) if the business or exhibition carried on by the Vendor or the manner of conducting the same is not as represented at the time of making the Contract or is not in keeping with the traditions or character of the tournament
  - (iii) if the Vendor was entered under false pretenses
  - (iv) if the exhibit is in violation of any of the rules governing Vendors
  - (v) Vendor displays or offers for sale any illegal drug-related items or paraphernalia. If an exhibit is prohibited under the terms of this paragraph or because of a violation of any of the terms hereof, MSC shall have the right, but not obligation, to remove the exhibit or any banner, advertising matter or other property of the Vendor situated within or about the Vending Space, but such removal shall in any event be at the cost and expense of Vendor, and Vendor shall immediately reimburse MSC for any cost or expense incurred in removing Vendor's exhibit or portion thereof. Under such circumstances, Vendor shall not be entitled to a refund of monies paid to MSC under the terms of the Contract.
11. **Safety Rules**
  - a. Vendors shall take all necessary precautions for the safety of their personnel, other vendors and all other persons upon the premises and shall comply with all applicable provisions of federal, state and municipal safety laws, building codes and ordinances to prevent accidents or injury.
  - b. All decorations of papers, corrugated paper, crepe paper, drapes and all cloth must be flame proof to meet the standards of the local fire department. MSC Tournament management shall rule upon any questions, disputes or problems which may arise pertaining to matters specifically covered and agreed upon in the foregoing paragraphs of the contract and such rulings shall be binding upon all interested parties.
12. **Electrical Appliances**

Any electrical appliances used shall comply with UL safety standards.