



The Great Pumpkin Race October 22, 2023

Vendor & Sponsorship Contract

This is a rain or shine event!

Date: _____

Company: _____

Contact: _____

Address: _____

Email: _____

City: _____

Office #: _____

State: _____ Zip Code: _____

Cell: _____

Please Describe your product and/or service that you will be providing at the show:

Website: _____

Exhibit Space Only:

(Check all that apply)

BYO Equipment

If you would like to rent tables, chairs, or/and Tent

Yes ___ No ___

| Booth | Subtotal |
|--------------------------------------|-----------|
| ___ Business Exhibitor | \$150 ___ |
| ___ Non-Profit (MUST PROVIDE 5013-C) | \$100 ___ |
| ___ Craft Exhibitor | \$100 ___ |
| ___ Food / Alcohol Vendor | \$150 ___ |

There are limited amount of non-profit space

Applies to Food / Alcohol Vendors Only

(Check all that apply)

Food Truck ___ Size of Truck _____

Tented ___ Size of Tent _____

Sponsorships:

(Check all that apply)

To Read more about sponsorship opportunities turn to page 5

| Space | Subtotal |
|---|------------|
| ___ Logo \$100 ___ Name \$70 on T-shirt | ___ |
| ___ Silver Race Champion | \$750 ___ |
| ___ Kid's Dash Sponsor | \$750 ___ |
| ___ Event Volunteer T-shirt | \$1000 ___ |
| ___ Gold Race Champion | \$3000 ___ |
| ___ Presenting Race Champion | \$5000 ___ |

Please note: certificate of insurance for all food / alcohol vendors must be submitted prior to September 19, 2023.

Payment Amount: _____

Method of Payment:

___ Check (Please make check payable to The Monroeville Foundation & send back to 17 Forbes Rd, Trafford, PA 15085)

___ Card (An invoice will be out as soon as contract is received)

For Credit Card payment please include email address to send link and invoice to (if same please leave blank):

I understand that I have contracted for exhibit space by signing this contract. I have signed, read, and understand the 2023 The Monroeville Foundation. Rules and Regulations form before completing this contract. I have agreed to these terms and completed this contract to the best of my knowledge.

Signature: _____ Print Name: _____

I. **Setup & Teardown**

- A. Exhibit space will be accessible to Exhibitors for erecting displays. Setup must occur the day prior, or before the opening time of the show as provided by Gratzie Ventures L.L.C. On opening show day, setup must be completed by starting time and Exhibitors must use only the entrances designated. A \$250 penalty fee will be charged for any setup or construction of exhibits after the starting time as provided by Gratzie Ventures L.L.C. Teardown may not commence until the close of the show on the final day. Displays must be removed by date and time listed in the Welcome Package. Each Exhibitor must name the Exhibitor's authorized agents for installation, operation, and removal of the exhibit. No part of the exhibit may be removed after setup except with written permission from Gratzie Ventures L.L.C.. A \$250 penalty fee will be charged for any exhibit removed before the final tear down time of the show.

II. **Location & Date**

- A. Exhibitor agrees that Gratzie Ventures, LLC. reserves the right and has full discretion to determine:
 - 1. an Exhibitor's exhibit location, the location of the show, and the dates of the show;
 - 2. that the assigned space location may be changed by Gratzie Ventures L.L.C. to prevent congestion, avoid confusion in firm names, solve competitive conditions, or to benefit the overall production of the show; and/or
 - 3. to refuse or eject any Exhibitor which does not, in Gratzie Ventures L.L.C.'s judgment, conform to the general theme of the show.

III. **Subletting**

- A. Exhibitor(s) shall not share or sublet any portion of their booth space with another Person/Company.

IV. **Smoking Policy**

- A. Smoking shall not be permitted inside, at any event door, or at the outside entrances. Any Vendor wishing to smoke must use the Vendors' exit and smoke only in the designated area.

V. **Fire Hazard**

- A. All exhibit and booth materials must be flame proof, ignition free, and otherwise must comply with Federal, State, and Local Fire Laws, insurance underwriting requirements, and other applicable site regulations. All packing containers, excelsior, and similar materials must pass a fire inspection. All Exhibitors/Vendors with ignitables, combustibles, or flammables must have Exhibitor/Vendor-supplied extinguishers and a fire suppression plan.

VI. **Height Restrictions**

- A. Exhibits, back walls, and decorations shall not exceed 15 feet. Permission must be obtained from Gratzie Ventures L.L.C. to exhibit equipment which exceeds the height restriction.

VII. **Loud Speakers & Sound Displays**

- A. Loud speakers and loud sound displays are prohibited; Exhibitors must receive advance permission from Gratzie Ventures L.L.C. to exhibit any sound display. Gratzie Ventures L.L.C. has full discretion to direct the full muting of speakers or sounds.

VIII. **Solicitation**

- A. Exhibitors are prohibited from soliciting business in the aisles or in other Exhibitor's booth areas. Samples, pamphlets, publications, and catalogs, etc., may be distributed only by Exhibitors from within the confines of their own booth area. Exhibitors must obtain permission from Gratzie Ventures L.L.C. to conduct any other promotional or fundraising activities during show hours.

IX. Signs & Notices

- A. All signs and notices shall be professionally lettered. Non-conforming signs or notices shall be removed immediately. Handwritten signs are prohibited.

X. Miscellaneous

- A. Serving alcoholic beverages by Exhibitors is prohibited without written approval.
- B. Booths shall be attended by the Exhibitors during all show hours.
- C. Exhibit vehicles must enter through the loading dock areas and shall have floor protection under the engine (only tank a minimum amount of water, foam, and gasoline/fuels on board).
- D. Absolutely nothing may be taped to facility fixtures, floors, walls, or columns.
- E. Electrical cords may not be run along the facility floor in customer traffic walkways.
- F. Facility floor wax finishes and carpeting are delicate and easily damaged. Exhibitors are responsible for damage to the facility floors or carpets caused by dragging displays, driving vehicles on the floor, or using sprays or liquids that may damage the finish of the floor.
- G. Solicitations must be confined to the Exhibitor's booth space; soliciting in the aisles or any other area of the show is prohibited.

XI. CDC Guidelines

- A. All recommendations by our health officials; Federal, State, and Local Governments; in addition to the Centers for Disease Control and Prevention (CDC) will be strictly followed. Face coverings are mandatory throughout all event activities including move in and out and event hours unless otherwise noted.

XII. Security & Limitations of Liability

- A. Gratzie Ventures L.L.C. will engage security personnel; however, Exhibitor(s) agree Gratzie Ventures L.L.C. and its employees shall not be liable for any property losses, personal injuries, or death due to any causes. These include the following:
 - 1. resulting from the acts or omissions of security personnel or Gratzie Ventures L.L.C. that may occur to an Exhibitor and all Exhibitor's invitees, agents, or employees;
 - 2. any theft, fires, accidents, or any other causes of loss or damage, inside or outside the showroom;
 - 3. Exhibitor damages to the building;
 - 4. for damage to Exhibitors' property, Exhibitors' lost shipments either coming in or going out, Exhibitors' moving costs; or any related damages, losses, delays, etc.; and/or
 - 5. any damages to transported property.

B. In light of the above, we recommend Exhibitors purchase adequate insurance coverage against these risks and on equipment and exhibits.

C. Company/Person/Exhibitor agree to waive and not pursue any claims, actions, or lawsuits against Gratzie Ventures L.L.C., and/or against any or all of their Employees, Members, and/or Officers resulting from any accidental or intentional injuries, damages, or even death resulting and regardless of whether the liability was created in whole or part by any of them, me, or my Company.

D. If Exhibitor engages or permits its employees or guests to engage in: i) the use of touching services (tattoos, massages, chiropractic, artists, etc.); ii) the use of tools, ropes, or mechanical machines; or iii) climb upon, in, or over vehicles or ladders, then in all these instances, Company/Person/Exhibitor agrees to indemnify, defend, and hold harmless Gratzie Ventures L.L.C., Show Directors, Officers, Members, Employees, Agents, Successors, and Assigns for all liability caused either wholly or in part which results in personal injury, death, or property damage(s). This Article XII indemnity includes all costs and attorneys' fees incurred in enforcing the terms of this Release and Indemnification Agreement.

XIII. Breach of Contract

- A. If an Exhibitor cancels:
 - 1. they shall be held liable for the full booth cost and other ordered items;
 - 2. they shall also forfeit all monies paid to reserve the space and be liable for the full cost of the space; and
 - 3. they shall be liable for all costs incurred by Gratzie Ventures L.L.C. for an Exhibitor's space and contract loss, including, but not limited to, tables, coverings, skirting, chairs, signage, and Exhibitors listing in advertising placed on behalf of the Exhibitor. There are no refunds. Gratzie Ventures L.L.C. may also use the now un-booked space as it deems necessary to eliminate blank spaces in the show without credit to the breaching Exhibitor.

XIV. Cancellation

- A. If a show is not held and rescheduled, Gratzie Ventures L.L.C. will transfer all contract obligations and monies paid for exhibit space rental to the rescheduled show. If any show is not held or is rescheduled and then is never held, Gratzie Ventures L.L.C. will issue a credit for all monies paid for exhibit space rental for another Gratzie Ventures L.L.C. trade show. The credit amount does not have an expiration date and may be used at any time. In either foregoing situations, the Exhibitor waives any claims of damage, compensation, or refund of monies paid to Gratzie Ventures L.L.C. to the extent agreed to above.

XV. Unethical Conduct

- A. Unethical conduct, immoral behaviors, or any infraction of the Rules by the Exhibitor, as determined within the discretion of Gratzie Ventures L.L.C., those persons shall be immediately removed and excluded from the Exhibitor area. If such exclusion occurs, it is agreed that:
 - 1. no refund shall be made to the Exhibitor; and
 - 2. Gratzie Ventures L.L.C. shall not be liable for any damages or expenses incurred by the Exhibitor because of such exclusion.

XVI. Agreement to Terms

- A. By erection of exhibit, Exhibitor expressly agrees to the foregoing Rules and Terms.
- B. It is agreed any dispute of this Agreement or Terms hereof shall be subject solely to the jurisdiction of the Court of Common Pleas of Westmoreland County, Pennsylvania.
- C. This Agreement shall not be modified, changed, or amended unless agreed to, in writing, by all Parties.

IN WITNESS WHEREOF, by signing below, I agree to the terms and conditions above, being legally bound thereby.

Signature: _____

Print Name: _____

Date: _____
