

2015 Great Lakes Festival

Festival Exhibitor Agreement

This Agreement is made this ____ day of ____, 201__, between ADK Merchant Services Inc dba Great Lakes Festival, of 1 Park Place, Suite 233, Fredonia, NY 14063 (GLF), and

Vendor Name: _____
Street Address: _____
City, State, Zip: _____
Contact Name: _____
Email Address: _____
Contact Phone: _____
Fax Number: _____
Mobile Phone: _____

(hereinafter "Vendor")

WHEREAS, the Great Lakes Festival (GLF) is a public event organized and coordinated by GLF;

WHEREAS, GLF and the Vendor wish to promote products and/or services to attendees at the Great Lakes Festival, and agree that the products and/or services to be offered to the public at the Great Lakes Festival should be of the highest quality possible;

NOW, THEREFORE, in consideration of the mutual promises contained herein, sufficiency of which is acknowledged, the parties agree as follows:

1. Vendor Location: The Great Lakes Festival takes place in the Event Center located on the Hamburg Fairgrounds, Hamburg, New York on May 15-17, 2015. GLF agrees to provide Vendor with space at the Great Lakes Festival at which Vendor will display or sell products and/or services as listed in Paragraph 5. Vendor agrees that GLF shall have sole authority and discretion in the assignment of the spaces at the Great Lakes Festival. Vendor agrees to the fees, payment schedule, hours of operation and all additional requirements as set out in the Registration Packet. Vendor shall receive written notice regarding any changes to the Registration Packet in the form of Registration Packet Updates document.
2. Liability: The Vendor agrees to pay for any damage done by it, its agents or employees to any personal or real property (e.g. tents, tables, structures, etc.) provided by or through GLF to the Vendor at the Great Lakes Festival.
3. Breach: The Vendor agrees that all fees paid GLF are non-refundable after March 30, 2015, and that any failure on the Vendor's part to comply with this agreement shall be a breach of this Agreement. In the event of breach by the Vendor, GLF shall be entitled to terminate this Agreement and retain all fees paid by Vendor as liquidated damages for the Vendor's failure to comply with this Agreement. GLF may also demand Vendor immediately remove its property and vacate the space in which case the Vendor agrees to forfeit all payments to GLF as liquidated damages.

4. Indemnification: The Vendor agrees to indemnify GLF, any officer, employee of GLF, the Hamburg Fairgrounds, and ADK Merchant Services Inc dba Client Solutions Group from any and all fees, costs and expenses incurred by them in connection with any claim, lawsuit, or proceedings arising out of or in connection with any act or omission of the Vendor or its agents in connection with the Vendor's involvement with the Great Lakes Festival.

5. Free Space: All clients of ADK Merchant Services Inc. dba Client Solutions Group are entitled to a free 10 X 10 space should they elect to take advantage of the offering. Should the Vendor accept our offer by acknowledgement of this agreement and then not show for the festival the Vendor shall be billed for the space as outlined in the Registration Packet.

Initial Here to Accept Free Space Offer: _____

METHOD OF PAYMENT: With the authorizing signature below, the Vendor agrees to make payment in full of any indebtedness and/or damages to GLF via electronic transfers from its designated bank account, and therefore authorizes bank to charge its account such funds and pay to Company (or its assignees) the amounts shown herein.

Bank _____

Routing # _____ Acct. # _____

Authorized Signature _____

Company and its authorized affiliates are authorized to automatically debit my bank or charge account for all monies due to Company.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year above written.

VENDOR

ADK Merchant Services, Inc
 Dba Great Lakes Festival

By: _____
 Its authorized representative

By: _____

 Print Name & Title

This Agreement is not effective unless and until it is signed by an authorized representative of Great Lakes Festival.