

## **Terms & Conditions for Vendors**

- **1. MASTER AGREEMENT:** This agreement is subject to all the terms, conditions, and provisions of any agreement, which has been or will be entered into, between the FrameFest LLC and the host facility for the premises to be occupied by FrameFest LLC. Agreement may be amended from time to time. Vendor agrees to abide by the rules and regulations set forth here, and by the host facility.
- **2. CANCELLATIONS/SPACE CHANGES:** All cancellations, withdrawals, or requests for reduction in vendor space must be made in writing. If vendor cancels or withdraws 30 days or more before show date, there will be a full refund of any monies paid, less the non-refundable \$75 registration fee.
- **3. RE-LOCATION OF EXHIBITS:** If Management deems it to be in the best interest of FrameFest LLC, Management may assign vendor to other space prior to the commencement of FrameFest LLC. Vendor space location is not guaranteed until final approval by the fire marshal and the host facility onsite. In the event of a re-location, Management will make a concerted effort to ensure that any vendor space reassigned is the same style and size of the original space.
- **4. FAILURE TO HOLD FRAMEFEST:** If Management is unable to conduct FrameFest LLC for any reason or if Vendor is unable to occupy any space because of fire, unavoidable accident, or any other cause beyond control of Management or host facility, this Agreement shall terminate and vendor shall be entitled to a full or proportionate refund. No further claims are entitled.
- **5. LIMITATION OF LIABILITY:** Management, agents, and employees shall not be responsible for any loss, damage, or injury to any Vendor property, agents, or employees from any cause during FrameFest.
- **6. INDEMNIFICATION:** Vendor agrees to hold Management harmless from all claims as a result of the use of the space occupied by the vendor. This also applies to vendor's employees or persons doing business with vendor.
- **7. AMENDMENT TO THE RULES:** Any and all matters or questions not specifically covered by these Rules and Regulations shall be subject solely to the decision of FrameFest LLC Management and/or their agents. These Rules and Regulations may be amended at ant time and are binding on Vendor and shall become a part thereof.
- **8. AGREEMENT:** By vendoring at FrameFest LLC, Vendor agrees to abide by all terms and conditions set forth by Management, the host facility, and its union constituents, and the state of Florida.
- **9. INSURANCE:** Vendors are responsible for obtaining their own insurance before participating in FrameFest.
- **10. WAIVER:** No waiver of any breach shall affect or alter any term or condition of this agreement, and each such term or condition shall continue in full force and effect with respect to any existing or subsequent breach thereof.