



VENDOR AGREEMENT TERMS AND CONDITIONS

In signing this agreement, Vendor agrees to abide by the following Terms and Conditions:

1. VALID AND BINDING CONTRACT

Exhibit space contracted for by Exhibitor (Vendor) shall constitute a valid and binding contract with The Soup Cook Off LLC ("Company"). If, due to circumstances beyond the control of Company, the show should be canceled, Vendor agrees to waive any claims for damages or compensation from Company.

2. EXHIBIT OPERATION

Unless prohibited by Company, products and services may be sold from exhibit space. The Vendor shall hold harmless Company from any and all damages or theft of merchandise or materials from contracted exhibit space. Exhibits shall not extend beyond allotted space unless authorized in writing by Company. Exhibit staff may not actively solicit outside of exhibit space, nor shall they solicit in a way that interferes with the operation of other nearby Vendors. Violation may result in expulsion from event.

3. VENDOR RESPONSIBILITY

Vendor shall be responsible for bringing extension cords, water hoses, tarps, ropes, cords, staple guns, and tie wraps as needed and any other tools or supplies required to set-up booth. Tables and chairs will be provided at the Harrisburg event only. Vendors shall provide their own tables and chairs for Carlisle event. Additionally, Vendor agrees and must provide its own staff for the booth.

4. ELECTRICITY

It is the responsibility of the Vendor to inform event Company if electrical power is required. A charge of \$35 will be given to the Vendor per one 110-volt duplex electrical outlet. Advance payment and notice for electricity must be provided. Electricity not ordered in advance cannot be provided day-of-event.

5. EXHIBIT INSTALLATION

Vendors may begin exhibit space construction and set-up after checking in at show office during setup hours set by Company. NO EXCEPTIONS ALLOWED. See exhibit A

6. REMOVAL OF EXHIBITS

Exhibits may not be removed from show prior to show conclusion except with approval of Company. Removal hours begin after the event ends. Any exhibits not completely dismantled and removed after the event will be removed by the venue, and associated fees will be charged to the Vendor at prevailing rates. See exhibit A

7. STAFFING

All exhibits must be staffed during show hours by at least one person. No setting up of exhibit or tearing down and removal of exhibit can be performed during show hours.

8. COMMON AREA INSURANCE

Company provides insurance for common areas. Insurance coverage does not include exhibit space contracted for by Vendor. Vendor holds Company harmless from all claims arising within contracted exhibit space.

9. VENDOR INSURANCE

Vendor shall carry and maintain during the period of the event in, and at his/her sole expense, general liability coverage from an insurance company in good standing. Vendor warrants that he/she is in compliance with this requirement and holds Company and venue harmless from any claims arising from its failure to maintain adequate insurance.

10. PAYMENTS

Full payment for the vendor space is due not less than 30 days prior to the event. If full payment for vendor space is not received on or before 30 days prior to the event, the Vendor will be deemed to be in default of this Agreement, and Company will reassign or cancel previously assigned exhibit space at its sole discretion. Deposits and payments are non-refundable and non-transferable.

11. INDEMNIFICATION

Vendor shall indemnify and hold harmless Soup Cook Off, LLC, Carlisle Events, Carlisle Expo Center, The Best Western Premier Hotel, its staff, volunteers, contractors, and/or agents from and against any and all loss, damage and/or destruction occurring to Vendor and/or its staff, contractors and agent's instruments and equipment at the place of the engagement including but not limited to damage, loss or destruction caused by an Act of God.

12. EXHIBIT AND CONCESSIONS

All products must be approved by Company prior to signing this agreement. All food and drink concessions must be approved by company and Vendor selling beverages agrees to only sell approved Products provided in approved drink section marked Exhibit A.

13. EXHIBIT MUSIC

Live or taped music is prohibited as part of an exhibit or display without written permission from an appropriate music licensing source (e.g. BMI, ASCAP). Evidence of such an agreement must be available for review by Company upon request. In the event written confirmation cannot be documented, the Vendor agrees to cease playing the music.

14. ADMISSION AND PARKING CREDENTIALS

All vendors will be provided with 2 admission passes into the event per space licensed. Additional admission passes may be purchased for \$10 per pass. Parking is free, and no extra credentials needed.

15. NOISE CONTROL

The use of sound amplification equipment is prohibited unless approved by Company. Any electronic equipment or machinery which is determined by Company to be distracting to other exhibits will not be permitted.

16. LABOR

Vendors are responsible for providing or arranging all necessary labor in transporting, loading, unloading, setting up, and dismantling displays.

17. ALCOHOLIC BEVERAGES

Beer and Wine sales must be approved by Company and event facilities manager. Beer and Wine vendors may give away samples for tasting upon approval and may sell other, non-beverage merchandise at their booth.

18. CONTROL AND SUPERVISION

Company and vendor acknowledge and agree that their relationship arising from this agreement does not constitute or create a general agency, joint venture, partnership, employment relationship or franchise between them. Vendors shall not have any authority to execute any contract on behalf of Soup Cook Off, LLC, or to otherwise bind Soup Cook Off, LLC

19. AMENDMENTS

Company retains the full power to interpret and amend these rules and to rule on any and all situations which may arise that are not explicitly outlined in the terms defined herein.

20. NON-GUARANTEE

Company shall remain free of responsibility of Vendor's success, product sales, attendance, or exclusive privileges.

21. EXHIBIT SPACE DIMENSIONS

Harrisburg Event - An 8-foot table and two chairs will be provided for each space with approximately 3 to 4 ft. space behind table.

Carlisle Event - Unless noted otherwise, each exhibit booth will be 10 ft. x 10 ft., with 3 ft. high curtain side dividers, and 8 ft. contained backdrop.

22. COLLECTION

If suit is instituted to collect unpaid charges, Vendor agrees to pay actual costs and expenses of collection in addition to court costs and reasonable attorney fees and interest at the maximum prevailing rate.

23. FAILURE TO PERFORM

Should the vendor fail to observe any of the terms of this agreement or any of the rules and regulations as set forth by Company and its subsidiaries, he or she may be prevented from exhibiting with forfeiture of exhibit space rental and/or sponsorship fees. Company shall not be responsible to Vendor for any financial loss arising out of Vendor use of the venue, or facility policy including power interruptions, utility failures, terrorism, bomb threat or undue "acts of God" (e.g. flood, fire, or earthquake or tornado). If Company is unable to open the Show as herein provided, or is compelled to postpone, cancel or relocate said Show for causes beyond its control, then it shall not be in any manner financially liable to Vendor. All Vendor funds collected from the canceled or postponed show will be refunded to Vendor or applied to the next available show.

24. REGULATION COMPLIANCE

Vendor shall utilize the premises in an orderly manner and in compliance with all present and future applicable Federal, State, and local statutes, ordinances, rules and regulations. Failure to do so may result in expulsion from the show.

25. RIGHT TO REFUSE

Company reserves the right to review and reject any application for exhibit space without prejudice.

26. UNOCCUPIED SPACE

If Vendor has failed to occupy the space contracted by the end of the setup hours, Company shall have the right to utilize such space in any manner it chooses. This will in no way release the Vendor from this Agreement, nor shall a refund be due.

27. SALES LICENSES

Vendors that plan to sell merchandise on the premises are responsible for complying with city and/or state licensing and tax requirements. Information can be obtained prior to the show by contacting the proper licensing agencies.

A completed registration and acceptance of the Terms and Condition at checkout on website serve as both party's acceptance of this agreement. This agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania and the laws of the USA applicable therein.

Exhibit A


The Soup Cook Off Hours	Vendor Set-Up and Tear Down
Best Western Premier – Harrisburg, PA Sunday, October 18, 2020 Show Opens - 12:00PM Show Closes - 4:00 PM	Best Western Premier – Harrisburg, PA Sunday, October 18, 2020 Check-In – 9:00 AM -10:30 PM Set-up time – 9:00 AM – 11:00 AM Tear down – 4:00 PM – 5:00 PM
Carlisle Expo Center, Carlisle PA Sunday, March 1, 2020 Show Opens – 11:00 AM (For VIPs) Show Opens – 12:00 PM (All other attendees) Show Closes – 4:00 PM	Carlisle Expo Center, Carlisle PA Sunday, March 1, 2020 Check-In – 8:00 AM – 10:00 PM Set-up time – 8:00 AM – 10:30 AM Tear down – 4:00 PM – 6:00 PM

Booth and Price Information – Per location

Location	Booth Size	Cost*
Best Western Premier – Harrisburg, PA	8-foot table, 2 chairs, approx. 4 feet of back space	\$200
Carlisle Expo Center – Carlisle PA	10x10 booth with pipe and drapes	\$350 (per 10x10) \$550 (Corner booth)

* Website serves as actual cost of space, early bird specials and discounts may apply to some events during certain promotional periods and at the sole discretion of Soup Cook Off, LLC

Date _____

Vendor Name:	Company: Soup Cook Off, LLC, Inc
	Bryan Siemon
Signature	Signature 
Phone Number	Phone Number: 717.508.SOUP

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