



February 22, 2020

Set-up: Friday 2/22 10am-7pm. Early Bird Entry Shopping: No Early Bird at this event. Gen Admission Public: Saturday, 2/22 9am-4pm. Tear down until 10pm

Fairgrounds Palace of Agriculture – Pueblo, CO

VENUE ADDRESS: 2398 W. Summit Ave., Pueblo, CO

Organized by Heritage Event Company, LLC

Name: _____
 Mailing Address: _____
 City: _____ State: _____ Zipcode: _____
 Mobile Phone #: _____ Email: _____

Our primary mode of communication is via email.

CHECK ONE: Do you receive text messages at the above number? _____ YES _____ NO

BOOTH RENTAL OPTIONS:

One 10 x 10' Space: \$60

Two or More 10 x 10' Spaces: \$50 Each (Save \$10 per space!)

Circle your choice below and enter amount in right column:

- One Space: \$60**
- Two Spaces: \$100 (Save \$20)**
- Three Spaces: \$150 (Save \$30)**
- Four Spaces: \$200 (Save \$40)**

Booth Rental Total = _____

TABLES 8' (Optional; you may bring your own) _____ x \$8 = _____

Optional Guaranteed Corner Placement..... \$10 = _____

Optional Electrical Access..... \$12 = _____

TOTAL CHARGES = _____

NO SPACES HELD WITHOUT PAYMENT IN FULL

INCLUDE CHECK, MONEY ORDER OR CREDIT CARD INFORMATION (BELOW) WITH

YOUR REGISTRATION Check # _____ OR

Visa/MC/Disc/Amex _____

Exp Date: _____ CVV Code: _____ Billing Zip Code: _____

Please DO NOT Send Cash Via Mail. If using credit card as payment: By signing here, I authorize Heritage Event Company, LLC to charge my credit card for the payment amount due above as payment for renting booth exhibit space and/or equipment rental at the February 22, 2020 Ultimate Indoor Garage Sale.

Signature Authorizing Charge: _____

THE FOLLOWING PAGE MUST BE SIGNED AND SUBMITTED IN ADDITION TO TOP SHEET TO BE ACCEPTED FOR PARTICIPATION BY HERITAGE EVENT COMPANY

SIGN & RETURN WITH PAYMENT TO: Heritage Event Company LLC, 6050 Stetson Hills Blvd. Ste 327, Colorado Springs, CO 80923

YOUR CLEARED CHECK IS YOUR CONFIRMATION OF RECEIPT.

QUESTIONS? Call 918-894-2342 or email ultimateindoorgaragesale@gmail.com

Heritage Event Company LLC – Contract / Booth Rental Agreement, Terms & Conditions, Waiver of Liability & Hold Harmless Agreement for Participation in: Ultimate Indoor Garage Sale, Pueblo, CO February 22, 2020 This document is an agreement entered into between Heritage Event Company LLC (the “Promoter”) and the participating vendor, whose name is printed and signed below (the “Vendor”).

Vendor acknowledges Heritage Event Company LLC and the hosting venue as the authoritative bodies responsible for management of the event and insuring that all Vendors comply with the above rules and regulations. Vendor acknowledges that all arrangements for Vendor space rental at this Heritage Event Company event must be made exclusively with the Promoter. Promoter reserves the right to refuse service and/or rental options at Promoter’s discretion, for any reason. All approved, participating Vendors must complete and sign registration forms and submit total fees due in order to secure space reservation for the event. **NO SPACES WILL BE HELD WITHOUT PAYMENT & REGISTRATION SUBMITTED.** Vendor acknowledges that Heritage Event Company LLC makes no express or implied guarantees of performance or sales of vendor merchandise at any Heritage Event Company event. Vendor acknowledges that payments made to Heritage Event Company by Vendor are for the sole purpose of renting exhibit space at the event and/or rental of certain equipment provided by Promoter upon request of Vendor (tables, chairs, electrical service, etc.) As with any business venture, there is a risk of incurring loss at any event. Past performance is not necessarily indicative of future results. Vendor is solely responsible for the outcome of Vendor sales at any Heritage Event Company event. Vendor must position display so as not to impede aisle traffic, cause a safety hazard, obstruct areas that must meet fire code, or infringe upon another Vendor’s rental space or endanger another Vendor’s merchandise. Vendor agrees to keep their display and merchandise within the boundaries of their designated rental space. Vendor agrees to modify their display at Promoter’s request regardless of reason. Promoter reserves the right to refuse or revoke booth space reservations to any applicant, at any time, regardless of reason. Vendor is expected to behave in a respectful, professional manner, with self-control and refrain from the use of profanity. Vendor agrees not to pack merchandise prior to close of the show without express, written permission from Promoter. Vendor agrees to not solicit to the public or other Vendors for participation in non-HEC events. Vendor agrees not to distribute literature of any kind at the event. Vendor understands that failure to comply with Terms & Conditions for Participation may result in expulsion from any Heritage Event Company event at any time and barred participation in future events at Promoter’s discretion. In cases of Vendor dismissal, walk-out during the show, or Vendor protest or Vendor complaint submitted during or after the event, **NO REFUNDS WILL BE ISSUED. ALL SALES ARE FINAL.** Vendor grants permission to Heritage Event Company LLC to use images of Vendor (including any motion picture or still photographs made by the Promoter, or Promoter’s agent, of Vendor’s likeness or merchandise) for any purposes in connection with promoting Heritage Event Company events, which may include but is not limited to advertising, promotion and marketing. The Promoter may crop, alter or modify/combine such images with other images, text and graphics, without notifying Vendor. Vendor consents to use of their name and any other information provided by Vendor to the Promoter to be used/displayed as necessary in order to promote Heritage Event Company events. Sales Tax: Promoter will provide Vendors with sales tax information as available. Vendor understands Promoter may be required to supply Vendor information, which includes but is not limited to registered name, address and phone number to governing tax authorities at the conclusion of the event. Cancellation Policy: Vendor may request to cancel IN WRITING for a full refund of payment up until midnight, February 1, 2020. Cancellation may be submitted in one of two ways: 1) Via email to heritageeventco@gmail.com OR 2) Via regular mail to: Heritage Event Company LLC, 6050 Stetson Hills Blvd. Ste 327, Colorado Springs, CO 80923. Refunds will be made payable to the registered name and address of Vendor as indicated on original registration. Cancellations submitted after midnight on February 1, 2020 forfeit payment/deposit.

Waiver of Liability and Hold Harmless Agreement

In consideration for receiving authorization from Heritage Event Company LLC to participate in the Ultimate Indoor Garage Sale, February 22, 2020, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Heritage Event Company LLC, Colorado State Fair, the City of Pueblo, Pueblo County, their officers, agents, volunteers, or employees (hereinafter referred to as RELEASEES) from any and all LIABILITY, claims, demands, actions and causes of action whatsoever arising out of or related to ANY loss, damage, or injury, including death, that may be sustained by me, my agents or associates, or any of the property belonging to me, or minor children under my care **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted. I am fully aware of the financial, material, physical and other risks involved and the hazards connected with this activity, including but not limited to travel and/or any on-site hazards. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I **VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS OF ANY KIND, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.** I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS** the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise. I understand that Heritage Event Company LLC does not maintain any insurance policy covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE OR HOLD LIABLE** the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Colorado. **IN SIGNING THIS DOCUMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representation, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute the Release for full, adequate and complete consideration fully intending to be bound by same. Any minor children, of which I am their parent or legal guardian, have been given custody of their care by the act of bringing them to said activity with permission of their parent or legal guardian, do also empower me to make decisions on their behalf and certify this Waiver of Liability and Hold Harmless Agreement in their person.**

By signing below, I acknowledge I have read, understand and agree to all terms written above within this agreement.

PRINT NAME: _____ Date: _____

Signature: _____