SPRING AWAKENING

October 2-3, 2021
ADDAMS MEDILL PARK
Saturday 12pm-10pm I Sunday 12pm-10pm

Vendor Application 2021

Application Deadline: August 13, 2021

VENDOR DESCRIPTIONS

Artisan: An artisan vendor is a skilled manual worker who handcrafts their items. Products are sold by the artist themselves.

Merchant: A merchant is an entity who trades in commodities that they did not produce themselves.

Non Profit: Charitable organizations that are building awareness for their cause. Proof of 501c3 required with application.

Sponsors: A sponsor is a recognized organization designed to provide goods and services to customers on a national, regional or local level. These vendors want brand exposure and do not sell anything. To be a sponsor please call 773.665.4682 or email info@starevents.com for more information. DO NOT fill out an application.

APPLICATION SUBMISSION

Failure to submit all necessary documents, applications and fees by the deadline will make your application ineligible for consideration unless, the $50 late fee is fully paid. Please note: A $200 deposit check payable to StarEvents is required if renting StarEvents equipment (tents, chairs, etc.)

All PDF applications must be printed and sent to directly to the StarEvents office with full payment. Any applications sent without payment will be deleted and not considered for the event.

Paying with check or money order
Completed application, deposits and supporting documentation should be mailed to:
StarEvents, Inc
1609 W. Belmont
Chicago, IL 60657

If you would like to drop off your application in person, please call 773.665.4682 to schedule an appointment.

Let us know if you have any questions while filling out your application!

Sincerely,
The StarEvents Team

STAR EVENTS

applications@starevents.com I 773.665.4682 I www.StarEvents.com

APPLICATION

OCTOBER 2-3, 2021

SAT 12P-10P | SUN 12P-10P

ADDAMS MEDILL PARK

SPRING AWAKENING

OFFICE USE ONLY

Received: _____

Accepted: _____

Check Deposited: _____

Rejected: _____

BOOTH FEES (Please mark your vendor type)

❍	Artisan	10x10	$495
❍	Merchant	10x10	$695
❍	Non Profit	10x10	$495

APPLICANT INFORMATION

Business Name _____

Contact Name _____

Address _____

City _____

State _____ Zip _____

Email _____

Phone/Cell _____ Tax ID/SSN _____

Product Description _____

_____

EVENT FEES

Booth Space/s ____ $ _____

Late Fee $50 see app deadline $_____

Corner $100 if available, no guarantee $_____

RENTAL EQUIPMENT FEES

Tent	$275	X ___	= $ _____
Side Wall	$35	X ___	= $ _____
6ft' Table	$25	X ___	= $ _____
Chair	$10	X ___	= $ _____
Sign Pole	$35	X ___	= $ _____
Electric	$150	X ___	= $ _____

Edison plugs only: 3 outlets, 20 amps/60 total

TOTAL DUE $ _____

Please hand mail application with payment to:

1609 W Belmont Ave.
Chicago, IL 60657

PAYMENT METHOD

Applications mailed without complete payment in check or money order form will not be considered. If paying by credit card , please visit our website www.starevents.com to apply online.

IMPORTANT: Please make payable to:

React Presents

❍Check # _____

❍Money Order # _____

Please note, all vendor booths must remain open for the entire duration of the event (specific times listed above), or a $50 non-negotiable fee will apply.

The above mentioned participant hereby submits this application for participation. By signing the application, the participant accepts and agrees to all of the Terms & Conditions in each page of the agreement.

Signature _____

Print Name & Date _____

Please return this page of the agreement to Star Events and keep a copy of this plus the Terms & Conditions for your records.

CHECKLIST

❍ Sign the Terms & Conditions confirming you have read them; sign bottom of the application confirming that all information provided is true

❍ Enclose full payment payable to correct event

❍ If renting equipment, include a $200 separate rental deposit payable to Star Events, Inc.

❍ Enclose 2 images of set up/ product selling.

STAR EVENTS Production

COMPANY STANDARD TERMS AND CONDITIONS

This document is the "**Standard Terms and Conditions**" of Spring Awakening, LLC ("**Company**"), and is incorporated by reference into purchase orders or other contracts, including contracts created through an exchange of emails or other correspondence, (individually a "**Purchase Order**" and collectively, "**Purchase Orders**") entered into on behalf of Company for the purpose of producing the event named in Purchase Order (the "**Event**"). These Standard Terms and Conditions are applicable to each Purchase Order entered into on behalf of Company that references these Standard Terms and Conditions, and, by accepting the Purchase Order, the other party to the Purchase Order (the "**Contractor**" or "**Vendor**") agrees on behalf of itself, employees contractors and agents that it has read, understands and agrees to be bound by these Standard Terms and Conditions.

1. IN THE EVENT OF ANY CONFLICT BETWEEN THESE STANDARD TERMS AND CONDITIONS AND ANY OTHER DOCUMENT (INCLUDING THE PURCHASE ORDER AND ANY EXHIBIT ATTACHED THERETO OR HERETO), THE TERMS OF THESE STANDARD TERMS AND CONDITIONS SHALL GOVERN, EXCEPT TO THE EXTENT THAT SUCH OTHER DOCUMENT IS SIGNED ON BEHALF OF COMPANY EXPRESSLY MAKES REFERENCE TO THESE STANDARD TERMS AND CONDITIONS AND EXPRESSLY STATES THAT SUCH DOCUMENT, OR PORTIONS THEREOF, ARE INTENDED TO SUPERSEDE ALL OR A PORTION OF THESE STANDARD TERMS AND CONDITIONS.

2. **Goods and Services.** Contractor shall provide all goods and services specified in the Purchase Order (the "**Goods and Services**") on a non-exclusive but first-priority basis. Contractor shall devote its best efforts and necessary resources (including, without limitation, labor, materials, equipment and tools) in providing the Goods and Services and shall perform and provide the Goods and Services in accordance with the highest professional standards and in a diligent, competent, efficient and faithful manner commensurate with the responsibilities involved. Contractor will perform inspections to ensure that the Goods and Services delivered pursuant to the Purchase Order conform to the Purchase Order's requirements. All Goods and Services are subject to Company inspection at all places and all reasonable times before acceptance to ensure strict compliance with the terms of the Purchase Order and these Standard Terms and Conditions. Goods and Services delivered or performed are subject to inspection and approval by Company before acceptance and payment. Company will rely on Contractor to work as many hours as may be reasonably necessary to fulfill Contractor's obligations under the Purchase Order. Contractor will not provide any additional Goods and Services other than the Goods and Services specified in the Purchase Order unless the parties mutually agree on the provision of such additional Goods and Services in writing. Time is of the essence in performing and completing the delivery of the Goods and Services.

3. **Vendor Workers.** Any and all personnel provided by Contractor in connection with the delivery of the Goods and Services are employees or temporary workers of Contractor and will, at all times, be subject to the sole and direct supervision, control and management of Contractor. Contractor will be solely responsible for paying its employees' or temporary workers' salaries, as well as all applicable State and Federal withholding taxes, Federal Social Security taxes, State unemployment and disability insurance, Workers' Compensation Insurance, and all disability insurance, and all other expenses relating to any such employee(s) or temporary worker(s). Upon request by Company, either written or verbal, Contractor will remove from service immediately any of its employees or temporary workers who are, in Company's opinion, not qualified or acceptable for any reason to perform the work assigned. Notwithstanding the foregoing, in no event shall Company pay for flights, hotels, trucking, amenities, meals, taxis and any other ancillary costs to the Goods and Services.

4. **Loss / Damage / Equipment.** Contractor shall be responsible for any loss of, theft or damage to Contractor's or any other personal property or any personal injury to any person for any reason caused by Contractor's machinery or other equipment, Contractor or any persons or entities under (or who should have been under) Contractor's control, direction or supervision. If Contractor is operating machinery or equipment, Contractor shall obtain and maintain at all times during the Term (as defined herein) all licenses, permits and authorizations necessary to operate any machinery or other equipment at and in connection with the Event (as defined in the Purchase Order attached hereto) or otherwise required in connection with the delivery of the Goods and Services. Use of such machinery and equipment by Contractor personnel shall be at Contractor's risk, and Contractor shall be responsible for any loss or damage or personal injury to third parties or to Contractor personnel caused while using such machinery and equipment and, except as otherwise set forth in writing by Company, it shall be Contractor's responsibility to maintain reasonable and customary insurance to cover such risks.

5. **Confidentiality and Non-Disclosure.** In connection with the Goods and Services to be provided by Contractor pursuant to the Vendor Application, it is acknowledged and agreed that Contractor may receive certain business, financial and legal information that is confidential and proprietary in nature, and Contractor may be exposed to and obtain information regarding certain personal and professional activities with respect to the artists, promoters or other parties performing, presenting or otherwise providing goods and services in connection with the Company events or businesses. Such information may include, but is not limited to, any information regarding the content of shows and properties, product concepts, ideas, creative designs, choreographies, show elements, acts, drawings, specifications, artwork, still photographs, film, or other depictions of elements of the shows, business strategies, timelines and schedules, business plans, financial information, financial projections, sponsoring cases and presentations, marketing or promotional strategies, customer identities, operational information, technological information (e.g., source code, templates, software designs, methods, formulas, personnel information, passwords or other similar credentials) and other materials delivered or communicated to Contractor either directly or indirectly or to which Contractor becomes privy, as well as other intellectual property, client lists, vendor lists, sponsor lists, good will, brand materials and business processes, including information regarding Company brands, in any case, whether or not marked confidential, together with any analyses, compilations, studies, summaries, extracts or other documents or derivatives thereof that contain or otherwise reflect or are generated from any of the foregoing information or material (referred to collectively herein as the "**Confidential Information**"). Confidential Information shall also include all knowledge, information and materials, whether of a technical or financial nature or otherwise relating to the business or affairs of any entities participating in such events or businesses and any of their respective officers, affiliated entities, business partners and/or clients. Confidential Information shall not include any information that (i) is or becomes generally available to the public (other than as a result of a disclosure by Contractor), (ii) becomes rightfully available to Contractor on a non-confidential basis from a source not bound by any confidentiality obligation to Company or an affiliate, successor, parent or subsidiary thereof, (iii) was otherwise rightfully within Contractor's possession on a non-confidential basis prior to its being furnished to Contractor by or on behalf of Company, or (iv) was independently developed by Contractor without violating any of the

confidentiality provisions herein. Contractor shall not disclose any Confidential Information, provided that in the event Contractor becomes legally compelled to disclose any of the Confidential Information, Contractor shall provide Company with prompt written notice of such requirement.

6. **Assignment.** Contractor acknowledges that the Goods and Services to be provided by Contractor pursuant to the Vendor Application are unique and agrees that Contractor shall not assign the Vendor Application, in whole or in part, to any person or entity.

7. **Representations and Warranties.** Contractor hereby represents and warrants that: (i) it has the full right and authority to enter into the Vendor Application, to furnish the Goods and Services upon the terms and conditions set forth herein and therein, and to grant the rights herein and therein granted; (ii) it is not subject to any obligation or disability that will materially prevent or interfere with the full completion and performance of all the obligations and conditions to be kept and performed under the Vendor Application and these Standard Terms and Conditions; (iii) it has not made and will not make any commitment or do any act in conflict with the Vendor Application or Company's rights thereunder or hereunder; (iv) it shall comply with all applicable laws, statutes, ordinances, rules and regulations, as well as all local and regional governmental agencies in connection with its performance and delivery of the Goods and Services; (v) the Goods and Services as well as any and all machinery and other equipment provided by Contractor in connection with the delivery thereof shall be free from faults and defects of design, material and workmanship, and shall be in such condition as to operate in accordance with the manufacturer's specifications and operation instructions; (vi) at all times Contractor and its employees, agents and representatives will not, directly or indirectly, disparage or otherwise discredit Company or any of its clients, representatives, employees, shareholders or other affiliated persons or entities, or any of their products, goods and services or operations, or any aspect of any event in which any of them participates, in any manner whatsoever; (vii) it shall obtain, and maintain at all times, any and all necessary permits, licenses and approvals from appropriate authorities in order to fulfill Contractor's obligations under the Vendor Application and hereunder; and (viii) Contractor has had the opportunity to obtain the advice of legal counsel in connection with the execution of the Vendor Application prior to executing and Contractor acknowledges and agrees that Contractor's failure to seek counsel in connection with the Vendor Application shall be at Contractor's sole risk, and such failure shall not give rise to a claim that the Vendor Application or these Standard Terms and Conditions or any provision thereof or hereof should be null and void for lack of proper representation.

8. **Assumption of Risk.** All work performed under the Vendor Application will be performed entirely at the sole risk of Contractor or any of Contractor's employees, agents, officers, affiliates or representatives, and Contractor assumes all responsibility for the condition of equipment or machinery used in the performance of the Vendor Application.

9. **LIMITATIONS OF LIABILITY.** CONTRACTOR'S SOLE REMEDY FOR ANY BREACH OR ALLEGED BREACH OF THE VENDOR APPLICATION BY COMPANY SHALL BE AN ACTION AT LAW TO RECOVER SUCH DAMAGES AS MAY HAVE BEEN ACTUALLY SUFFERED BY CONTRACTOR AS A DIRECT AND PROXIMATE RESULT THEREOF, IF ANY, AND CONTRACTOR WILL NOT HAVE THE RIGHT TO SEEK INJUNCTIVE RELIEF, ENCUMBER OR TERMINATE OR RESCIND THE VENDOR APPLICATION OR TO ENJOIN IN ANY MANNER THE ADVERTISING, PRODUCTION OR EXPLOITATION OF ANY OF COMPANY'S PROJECTS, GOODS AND SERVICES, PROGRAMS OR OTHER VENTURES, INCLUDING, WITHOUT LIMITATION, ANY EVENT IN CONNECTION WITH WHICH THE GOODS AND SERVICES ARE INTENDED TO BE PROVIDED. UNDER NO CIRCUMSTANCES SHALL ANY COMPANY INDEMNIFIED PERSON BE LIABLE TO CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY ASPECT OF THE VENDOR APPLICATION OR THESE STANDARD TERMS AND CONDITIONS AND IN NO EVENT SHALL COMPANY'S TOTAL OBLIGATIONS OR LIABILITY HEREUNDER EXCEED THE VALUE OF THE SERVICES PROVIDED TO COMPANY THEREUNDER. REGARDLESS OF ANY LAW TO THE

CONTRARY, NO ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT AGAINST COMPANY MORE THAN ONE YEAR AFTER THE DATE UPON WHICH THE CLAIM AROSE.

10. **Termination.** The Vendor Application shall be subject to early termination as specified therein. In addition, Company may terminate the Vendor Application by written notice to Contractor in the event that: (i) Contractor breaches any of the material terms, conditions or covenants contained in the Vendor Application or these Standard Terms and Conditions and Contractor fails to cure any such breach within 5 business days following receipt of written notice of such breach by Contractor (provided that such cure period shall not be applicable if Company determines, in its sole discretion, that the success of the Event in connection with which the Goods and Services are provided would be jeopardized if termination is not effective immediately and provided that such notice and cure period shall be shortened to a reasonable period of time if the Event is less than 15 days from the date of the notice); (ii) any representation or warranty made by Contractor in the Vendor Application or these Standard Terms and Conditions proves to have been false or misleading in any material respect as of the date when made; (iii) Contractor becomes insolvent, or there occurs any filing of a petition in bankruptcy or under any similar insolvency law by Contractor or the making of any assignment for the benefit of creditors, or any involuntary petition in bankruptcy or under any similar insolvency law is filed against Contractor and such petition is not dismissed within 30 days after the filing thereof; or (iv) Contractor discontinues its business. If such termination is made during an Event, Contractor will immediately leave the grounds of the Event and any dispute regarding the existence or lack of existence of cause to terminate the Vendor Application will be resolved after the Event. Contractor may terminate this agreement by five (5) business days prior written notice if Company: (i) becomes insolvent, or there occurs any filing of a petition in bankruptcy or under any similar insolvency law by Company or the making of any assignment for the benefit of creditors, or any involuntary petition in bankruptcy or under any similar insolvency law is filed against Company and such petition is not dismissed within 30 days after the filing thereof; (ii) if Company breaches a material provision of this Agreement and does not cure such breach within 5 business days; or (iii) if Company discontinues its business.

    This Section 10 shall survive the Term.

11. **Relationship of the Parties.** Nothing in the Vendor Application or these Standard Terms and Conditions shall be deemed to create an employer-employee, joint venture, or partnership relationship between the parties. At all times, Contractor is an independent Contractor of Company. Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for Contractor's or Contractor's personnel's benefit. Contractor is solely responsible for all State or Federal taxes and requirements related to the employment or engagement of its employees.

12. **Non-Solicitation.** During the Term of the Vendor Application and for a period of 12 months following the conclusion of any Event, unless consented to in writing by Company in each instance (which consent Company may withhold in its sole and absolute discretion), Contractor shall not, directly or indirectly, whether on Contractor's own behalf or on behalf of any other individual, partnership, firm, corporation or business organization: (i) solicit, induce, encourage or entice, or endeavor to solicit, induce, encourage or entice in any manner whatsoever, any person who is or was at any time during the Term of the Vendor Application employed, contracted or otherwise engaged by Company to leave that employment or cease providing or performing those services; or (ii) solicit, induce, encourage or entice, or endeavor to solicit, induce, encourage or entice in any manner whatsoever, any person or entity who is or was at any time during the Term of the Vendor Application, a client of Company, including without limitation, event promoters, artist management, talent, sponsors, advertisers, and production companies, or to divert all or any part of such person or entity's business from Company or otherwise interfere in the business relationship between any such client or Contractor and Company.

13. **Working Under the Influence.** Contractor understands and agrees that its personnel are required to remain completely sober and refrain from drinking alcoholic beverages while providing Goods or Services at the Event, while driving or operating machinery at the at any time at the Event, or when driving to/from the Event. Contractor will not, and will not permit its employees or other personnel to use or ingest any alcohol, drugs or other substances that might inhibit their ability to work safely and efficiently with respect to the Event. If Company believes in its sole and absolute discretion that (i) any Contractor or any of Contractor's employees or other personnel is under the influence of any alcohol, drug, or other inhibiting substance, or (ii) Contractor caused any damage to property or injury to Contractor and/or another person, or committed a negligent, illegal or willfully dangerous act, Company shall have the right to terminate the Vendor Application immediately and escort such Contractor personnel from the Event premises. Notwithstanding the foregoing, Contractor agrees that Company's omission of drug/alcohol testing on Contractor personnel or any other person and/or its failure to exercise the foregoing right shall not amount to negligence or any misconduct, and hereby fully and forever releases, waives and discharges Company from, and covenants not to sue Company in connection with, any and all such claims, demands, actions, or causes of action.

14. **Emergency Medical Care.** In the event of injury to any Contractor personnel, in the absence of such person's contrary authorization, Contractor hereby authorizes Company and/or its designee(s) to act on such person's behalf to obtain emergency medical care that may be necessary. Notwithstanding the foregoing, Contractor acknowledges that this paragraph does not create any duty of care owed to Contractor personnel nor shall Company and/or its designee(s) be obligated to Contractor personnel for any medical attention or expenses, and, without limitation to Contractor's indemnification obligations, Contractor shall immediately reimburse Company and/or its designee(s) for any such medical expenses incurred.

15. **Name and Likeness.** Without limiting the generality of anything otherwise contained herein, Contractor acknowledges and agrees and its employees, representatives, agents and assigns agree that Company, its designee(s), and other parties authorized by Company shall have the right to film or otherwise record the events at which the Goods and Services are provided for use by Company during or after such event in any and all manner and in any and all media now known or hereafter discovered without any additional payment to any party, including but not limited to Contractor, and any of its staff, employees, independent Contractors, representatives, agents or assigns. By participating in such event, Contractor expressly authorizes and its employees, representatives, agents, or assigns expressly agree, to the taping, recording and/or other fixation of such event and the inclusion of the Contractor or any of its employees, representatives, agents or designees' names, marks or images in such fixation, and that the results of such filming and/or taping shall become the intellectual property of Company, and Company shall solely own and control all rights contained therein. Contractor does hereby grant, and shall ensure that its employees, independent Contractors, representatives, agents and assigns grant to Company a world-wide, non-exclusive, irrevocable, perpetual and royalty-free license to use Contractor and its employees, independent Contractors, representatives, agents and assigns' names, likenesses, images, logos, and trademarks in connection with such event and any and all marketing and publicizing thereof, without any additional payment whatsoever. Contractor shall have no right to film, photograph or otherwise record any such event or any part thereof. This provision shall survive the Term.

16. **Miscellaneous.** The Vendor Application and these Standard Terms and Conditions constitute the entire agreement between Company and Contractor with reference to the subject matter of the Vendor Application, and supersedes all prior agreements, written or oral. The Vendor Application cannot be amended or modified except by written instrument signed by Company and Contractor. Neither Contractor nor Company shall hold itself out contrary to the terms of the Vendor Application and these Terms and Conditions and neither party shall become liable for or be bound by any representation, act or omission of the other contrary to the provisions hereof. Contractor agrees to execute and deliver to Company any and all documents consistent herewith reasonably necessary to effectuate the purposes of the Vendor Application when and as directed by Company or an

applicable authority. Contractor has had an opportunity to review the Vendor Application and these Standard Terms and Conditions with an attorney of Contractor's choice and agrees that no presumptions or rules of construction or interpretation shall be applied to the Vendor Application based upon the party that drafted the Vendor Application. The Vendor Application shall be governed by the laws of the State of Illinois applicable to agreements made and wholly performed therein, and any disputes shall be settled by expedited arbitration pursuant to the rules of the American Arbitration Association, by an arbitrator experienced in entertainment matters. If any provision of the Vendor Application or these Terms and Conditions shall be found illegal, invalid or unenforceable, then such provision shall not invalidate or in any way affect the enforceability of the remainder of the Vendor Application or these Standard Terms and Conditions. The captions and headings of the paragraphs of the Vendor Application and these Standard Terms and Conditions are for convenience and reference only and are not to be used to interpret or define the provisions hereof or thereof. The Vendor Application may be executed simultaneously or in two or more counterparts and via facsimile or emailed scans, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall have the same force as original signatures.

RULES AND REGULATIONS

1. **LICENSE.** It is understood by the parties that if Spring Awakening Music Festival accepts Vendor into the festival, this Food Vendor Application (the "Agreement") constitutes a license to use space at the festival, subject to the terms and conditions contained herein.

2. **CONTRACT CANCELLATION.** Spring Awakening Music Festival reserves the right to cancel this Agreement at any time for any reason, in the sole discretion of Spring Awakening Music Festival or any of its agents and/or due to the cancellation of the event by any third party. In the event of a cancellation, subject to the terms of section 19, Vendor will receive a refund.

3. **EXCLUSIVITY.** Spring Awakening Music Festival does not guarantee exclusivity to Vendor.

4. **BEVERAGES.** Vendors are only allowed to sell Pepsi Products only in 16 oz. bottles.

5. **BOOTH PLACEMENT.** Spring Awakening Music Festival reserves the right to relocate Vendor at any time, notwithstanding the fact that Vendor was assigned a specific space.

6. **WATER.** Unless otherwise specified, running water is not provided.

7. **ELECTRICITY.** Vendor is not allowed to bring on to the ground and/or use electrical generators, including but not limited to personal or small portable generators, except as specially provided by Spring Awakening Music Festival.

8. **MUSIC.** No recorded or live music may be played by Vendor on the grounds without the prior written consent of Spring Awakening Music Festival.

9. **DRILLING.** Drilling into the any surface, including but not limited to the street or sidewalk is strictly prohibited. Violators are subject to a fine of $300.00 plus the cost to repair all damage and/or loss of vending privileges without refund.

10. **SET-UP AND TEAR-DOWN.** Vendor is responsible for set-up, take-down and clean-up of his/her stand. Vendor shall be responsible for providing all necessary equipment and materials for set-up and tear-down. Subject to police restrictions on the use of vehicles on the street, vehicles will be allowed on the street solely for Vendor's set-up prior to the event and tear-down once the festival closes. Unless otherwise noted in writing, parking is not provided to Vendor. Load-in/set-up times shall be determined solely by Spring Awakening Music Festival and will be provided in

the confirmation letter sent to Vendor prior to the event. Vendor must remove its vehicles immediately after unloading merchandise. Spring Awakening Music Festival shall not be responsible for any items left behind after tear-down and any such items shall be deemed abandoned. As such, Spring Awakening Music Festival shall be entitled to dispose of any such items in its sole discretion without any liability to Vendor and/or any other party.

11. **TRASH DISPOSAL.** Each space must be kept clean throughout the event and left clean each night. Trash receptacles and bags will not be provided. Vendor must provide necessary trash receptacles and bags for garbage inside the booth. All garbage left will be subject to a fine of $800.00 plus any costs related to cleaning up such garbage and/or loss of vending privileges without refund. Sidewalks must be left unobstructed unless otherwise indicated.

12. **TENTS.** All tents, booths or canopies will be supplied by the festival. Vendors must keep all items within their designated booth, nothing should be protruding out on any side of the booth unless given written consent. Vendors will be provided overhead signage listing the Vendor's name to identify each booth, hanging additional signage or other items from the tent or the provided signage is not allowed. **Non festival provided tents of any kind are not allowed!**

13. **SPECIAL WASTE.** Each vendor is responsible for properly disposing of all their grease, charcoal and other similar materials and special waste must not be left in the street, park, or poured down a sewer. Any Vendor who improperly disposes of waste will be subject to a fine of $800.00 plus the cost of proper disposal of such waste and/or a loss of vending privileges without refund.

14. **BOOTH INSPECTION.** A staff member and/or representative of Spring Awakening Music Festival will review the space each night with Vendor. If Vendor is not present, Spring Awakening Music Festival reserves the right to determine the cleanliness of the space. Vendor also consents to inspection of Vendor's space by any party, including but not limited to city officers, state officials or representatives of the venue.

15. **FOOD ITEM APPROVAL.** Spring Awakening Music Festival reserves the right to determine, in its sole discretion, which products will be sold by Vendor. Vendor reserves the right to reject any item that it has previously approved. Violations will result in cancellation of this Agreement and loss of use of the event space, with no refund of any fees.

16. **ITEMS FOR SALE.** Vendor shall not change any items for sale once the application has been filed. Vendor shall ensure that no product bearing Spring Awakening Music Festival's, the event's (or any party related thereto) or any artist or other party performing at the event's trademark, name, likeness, logo, or reference to such is sold or distributed by Vendor.

17. **BUSINESS CONDUCT.** Vendor and its employees must maintain the highest degree of professionalism in its booths and on event grounds at all times. Vendor shall ensure a) that there is a manager on duty at all times; b) that at least one person is manning the Vendor's area at all times; c) that no "Hawking" (soliciting of festival patrons by use of bull horns, oral solicitation, customer incentives, or perceived added value in exchange for business) of any kind is permitted; d) that no alcoholic beverages may be consumed by any of Vendor and/or Vendor's staff during their working hours; e) that no smoking is allowed in the concession units; and f) that Vendor and all of its staff is informed that they are prohibited from bringing any contraband on to the event site or vending contraband at the Event. For purposes of this paragraph, contraband includes but is not limited to: firearms, knives or other weapons, drugs, drug paraphernalia, nitrous oxide, alcohol and any other item which staff would be prohibited by law to possess or bring to the event site. Vendor shall also ensure that it and all of its staff will conduct themselves in a courteous and professional manner. If Vendor and/or any its staff violates this provision or any other provision of this agreement, Spring Awakening Music Festival shall be entitled to immediately remove such staff from the event and/or subject Vendor to the loss of vending privileges without refund. Vendor shall be entitled to a pre-approved amount working credentials for itself and for its staff. All credentials are non-transferable and are used for working staff only,

i.e. no staff credentials shall be given to any family members, friends or other persons not directly working on the Event. Vendor and all parties working for vendor must comply with all applicable laws, rules and all other regulations, including but not limited to those of the event, the Village of Hoffman Estates and the State of Illinois. Vendor shall ensure that it has adequate points of sale to cover all sales and provide fast, efficient, and courteous service. Vendor shall be solely responsible for any lost, missing or otherwise unaccounted for cash and Spring Awakening Music Festival shall not be responsible for a theft of cash, equipment and/or products. Vendor shall ensure that it has appropriate amounts and denominations of cash to ensure that it is able to provide change for all of its transactions. Vendor shall not assign, sublet, or apportion the whole or any part of the space assigned or have representatives, equipment, or materials for firms other than its own in the exhibit space. If a Vendor check is returned, Vendor will be charged $80.00, and Spring Awakening Music Festival may cancel this Agreement in is sole discretion without refund.

18. **INDEMNIFICATION.** Vendor hereby indemnifies and holds harmless LiveStyle, Inc., Spring Awakening, LLC, Village of Hoffman Estates, Illinois, their parent, subsidiary, and affiliate companies, and each of their respective officers, directors, members, employees, representatives, successors, agents and assigns, and such other parties reasonably requested by Company, including, without limitation, governmental authorities (collectively, the "Indemnified Parties") from and against any and all third party claims, losses, liabilities, suits, damages, causes of action and costs (including reasonable court costs, expenses and third party legal fees and expenses) suffered or incurred by the Indemnified Parties arising out of, connected with, or as a result of: (i) Vendor or any Vendor's representatives, independent contractors, employees, agents, and assigns' negligence: and/or (ii) Vendor or any of Vendor's representatives, independent contractors, employees, agents, and assigns' actions or omissions in connection with the event or breach of this agreement or any of Vendor's representations and warranties hereunder, except for those liabilities, damages and expenses arising from the gross negligence and/or willful misconduct of Spring Awakening Music Festival. Spring Awakening Music Festival and/or any party related thereto shall not be responsible for any damage or loss to any of Vendor's property or equipment. In addition, Vendor, on behalf of itself and all parties related to Vendor, does expressly release Spring Awakening Music Festival and all parties related to Spring Awakening Music Festival from all claims for loss, damage or injury arising from any cause whatsoever.

19. **CANCELLATION/REFUND.** (a) The fees paid by Vendor hereunder are only refundable to Vendor if Vendor is not selected to participate in the event or if the event is canceled by Spring Awakening Music Festival for reasons solely within its control. For the sake of clarity, if the event is canceled for reasons beyond the control of Spring Awakening Music Festival, including but not limited to weather, acts of God, acts of governments, civil disturbances, war, acts of terrorism, riots, insurrections, quarantine, customs regulations, epidemics, criminal activity, natural disasters, boycotts, strikes, lockouts, cancelation of the event by a public official, cancelation of the event by the venue or other labor unrest Vendor shall not be entitled to a refund of any of the fee. Vendor shall not be entitled to any refund if its vending privileges are revoked due to Vendor's violation of any rules, laws and/or regulations and/or any breach of this agreement.

20. **MARKS/FILMING:** Vendor warrants and represents that it is the sole and exclusive owner or otherwise controls or is authorized to use all rights in and to Vendor's trademarks and trade names, if any, (the "Marks"). You hereby grant Spring Awakening Music Festival and its designees a worldwide, limited, non-exclusive license to use the Marks to identify you as an event participant. By participating in the event, Vendor expressly authorizes and Vendor's employees, independent contractors, representatives, agents, or assigns expressly agree, to the taping, recording and/or other fixation of the event and the inclusion of Vendor or any of Vendor's employees, independent contractors, representatives, agents or designees' names, marks (including but not limited to the Marks) or images in such fixation, and that the results of such filming and/or taping shall become the intellectual property of Spring Awakening Music Festival, and Spring Awakening Music Festival shall solely own and control all rights contained therein.

Vendor does hereby grant, and shall ensure that Vendor's employees, independent contractors, representatives, agents and assigns grant to Spring Awakening Music Festival a world-wide, non-exclusive, irrevocable, perpetual and royalty-free license to use Vendor and Vendor's employees, independent contractors, representatives, agents and assigns' names, likenesses, images, logos, and trademarks, (including but not limited to the Marks) in connection with the event and any and all marketing and publicizing thereof, without any additional payment whatsoever. Vendor and its employees, independent contractors, representatives, agents, or assigns shall have no right to film, photograph or otherwise record the Festival or any part thereof.

21. Vendor on behalf of itself and all parties related thereto, including but not limited to its owners, employees and independent contractors, hereby authorizes Spring Awakening Music Festival to conduct a background check, which may include a "consumer report," an "investigative consumer report" and/or a criminal background check prepared by Spring Awakening Music Festival or by a third party, including but not limited to local authorities or officials. As part of such background check, you may be required to sign additional documents and authorizations related to such background check. This agreement is contingent upon your cooperation with such background check and Spring Awakening Music Festival's satisfaction, in its sole discretion, with the results of such background check.

22. **NOTICE:** All notices given to you hereunder shall be addressed to Vendor at the address set forth on the first page of this agreement or at such other address as Vendor shall designate in writing from time to time. All notices to be given to Spring Awakening Music Festival hereunder shall be addressed to Spring Awakening Music Festival at React Presents, LLC, or at such other address as Spring Awakening Music Festival shall designate in writing from time to time. All notices shall be in writing and shall either be served by personal delivery (provided that a written receipt shall be obtained indicating that such delivery was made), overnight mail with signature confirmation or certified mail (return receipt requested), all charges prepaid. Notices shall be deemed to have been received one (1) business day after being sent if sent by overnight mail or via hand delivery, and three (3) business days after being sent by registered or certified mail.

23. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the parties to this Agreement. It is understood and agreed that in entering into this agreement, Vendor has the status of an independent contractor and as such assumes all responsibility for all taxes, including but not limited to withholding taxes, Social Security and State taxes and all insurance, including but not limited to public liability and Worker's Compensation Insurance and insurance coverage to, from and during the Event and for accident or injury to itself, its employees, licensees, agents or assigns, and/or their equipment. Nothing herein contained shall contemplate or constitute Vendor, its representatives or agents as Spring Awakening Music Festival employees, partners or joint venturers. Vendor shall be solely responsible for paying for and timely filing all taxes, including but not limited to sales and use taxes. Upon Spring Awakening's Music Festivals request Vendor shall provide Spring Awakening Music Festival with proof of such tax filings. No representation, promise or inducement has been made by either party that is not embodied in this agreement, and neither party shall be bound by or be liable for any alleged representation, promise or inducement not so set forth. This agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated except by both parties. A waiver by either party of any term or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party. If any provision of this Agreement shall be held void, invalid or inoperative, no other provision of this agreement shall be affected as a result thereof and, accordingly, the remaining provisions of this agreement shall remain in full force and effect as though such void, invalid or inoperative provision is not contained herein. This agreement may be executed in counterparts, which together shall constitute one and the same agreement. This agreement shall be

construed under and in accordance with the laws of the State of Illinois without giving any effect to the choice of law principles in the State of Illinois. The parties hereto submit to jurisdiction of the courts of Cook County in the State of Illinois.

24. **Legal Counsel: This Agreement contains important legal terms and rights that affect Vendor and Spring Awakening Music Festival has advised Vendor to seek independent legal counsel. Vendor acknowledges that it has been represented by an independent attorney of its choice in connection with the negotiation of this Agreement.**

INSURANCE REQUIREMENTS

Vendor shall secure, at Vendor's sole cost, the following insurance, which shall remain in full force and effect for the duration of the Festival: (a) Worker's Compensation insurance in accordance with the requirements of the applicable Illinois laws; (b) Employer's Liability insurance in accordance with the requirements of the applicable Illinois laws; (c) Comprehensive general liability insurance containing limits of not less than Three Million Dollars ($3,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate per event for bodily injury and property damage; (d) All-risk property insurance providing coverage for the full value of the equipment and other property owned or controlled by Vendor during the Festival; (e) Owned and non-owned automobile liability insurance not less than Three Million Dollars ($3,000,000) per occurrence; (f) Products and completed operations insurance; and (g) any other insurance as reasonably requested by Spring Awakening Music Festival. Said insurance shall name LiveStyle, Inc., Spring Awakening, LLC, React Presents, LLC, StarEvents, Inc., Village of Hoffman Estates, Illinois, their parent, subsidiary, and affiliate companies, and each of their respective officers, directors, members, employees, representatives, successors, agents and assigns, and such other parties reasonably requested by Company, including, without limitation, governmental authorities, as additional insureds on a primary and non-contributory basis. Vendor shall submit current insurance certificates with this application with a copy sent to certificates@livestyle.com; otherwise this application will be deemed incomplete and will not qualify for consideration for inclusion in the festival. Spring Awakening Music Festival's failure to request, review or object to the terms of such certificates shall not be deemed a waiver of Vendor's obligations or Spring Awakening Music Festival's rights hereunder. All insurance shall be procured and maintained continuously throughout your onsite activities. The failure to maintain the required insurance and/or the failure to name all requested parties as additional insureds shall be deemed a material breach of this Agreement.

The following information shall be included on the insurance certificate, exactly as it appears here:

Description: For participation in Spring Awakening Music Festival to be held on June 5-7, 2020 in Hoffman Estates. Additional insureds on a primary and non-contributory basis are LiveStyle, Inc., Spring Awakening, LLC, StarEvents, Inc., Village of Hoffman Estates, Illinois, their parent, subsidiary, and affiliate companies, and each of their respective officers, directors, members, employees, representatives, successors, agents and assigns, and such other parties reasonably requested by Company, including, without limitation, governmental authorities. Certificate Holder: LiveStyle, Inc., 524 Broadway, 11th Floor, New York, New York, 10012.

DEPOSITS

Ground Maintenance Deposit ($500) will be cashed for any damage to property on Spring Awakening Music Festival grounds or driving on the grass.

Equipment Deposit ($500) will be cashed for failure to return equipment, or if any piece or part of equipment is damaged or missing. Deposit check will be cashed and any remaining balance will be refunded to the Vendor by check.

Sales Deposit ($1000) will be cashed for selling under any of the following circumstances: If Vendor continues to sell product after curfew. If Vendor sells items not previously approved by Spring Awakening Music Festival. If Vendor is found roaming or selling product outside of designated booth space. If Vendor sells prepackaged beverages other than water without purchasing the beverage option. Vendor agrees to run its operation only in the booth space provided.

Wristband Deposit ($500) All vendor wristbands will be marked with an identification number to each vendor booth. If Vendor is found to be selling, or in any way tampering with, or affixing wristbands to persons who are not associated with the vending operation, the wristband deposit will be cashed, the vending operation will be shut down and asked to leave the premises without refund.

I have read and accept the Terms and Conditions.

Sign Name: _____

Print Name: _____

Date: _____