

By participating in the Associated Humane Societies Bark Bash event to be held at Calgo Gardens in Freehold, New Jersey on October 12th, 2024 (the “Event”), Vendor agrees to the following terms and conditions:

**USE OF NAMES AND LOGOS:** Vendor will allow the Associated Humane Societies/Popcorn Park aka AHS/PPZ, AHS-Bark Bash to use Vendor’s name and/or logo for any advertising and/or marketing of the Event, in any medium, to promote/publicize the Event prior to, during, and after the Event.

**VENDOR FEES AND REFUNDS:** Your vendor fee includes an approximately 10x10 space to showcase your products and services. Vendors are required to bring their own tables and pop-up tents for their designated spaces. Please ensure that your setup is professional and visually appealing. Food vendors are responsible for all necessary health and fire inspection fees, permits, registrations, and requirements as required by local and state regulations. It is imperative that you comply with all relevant health and safety standards to ensure the well-being of our event attendees. No electricity will be provided to vendors. If your setup requires electricity, please plan accordingly and bring your own power sources. We do not offer refunds once you have registered for the event.

**PROHIBITED:** Weapons, tobacco products, discriminatory items, blatant pornography, or drugs/illegal substances are not permitted. AHS does not accept as vendors representatives of brands such as Scentsy, Avon, Bathfitters, LuLaRoe, Jamberry Nails, Origami Owl, or ANY other Direct Sales representative. If you do register as a vendor and are rejected, we will cancel your registration and refund your money minus a 20% processing fee. Please email our team at [events@ahsppz.org](mailto:events@ahsppz.org) with any questions.

**VENDING OF ALCOHOLIC BEVERAGES:** Vendor assumes all responsibility for compliance with local, city, and state ordinances regarding the providing, pouring, and serving of alcoholic beverages. Vendor and Vendor’s Staff shall comply with all New Jersey Alcoholic Beverage Commission (“NJABC”) regulations.

**INDEMNIFICATION AND INSURANCE:** Vendor hereby agrees to assume the entire responsibility and liability for any losses, damages, and claims arising out of Vendor’s activities on the grounds of the Associated Humane Societies and further agrees to indemnify the Associated Humane Societies and its affiliates from, and hold the Associated Humane Societies harmless against, any and all losses, claims, damages, expenses or liabilities, including any related legal expenses, which the Associated Humane Societies may incur based on the negligence or misconduct of Vendor or the failure of Vendor to comply with any applicable law. Associated Humane Societies will not be liable for loss or damage to the property of the Vendor or his representatives or employees from theft, fire, accident or any other cause beyond its control. The Associated Humane Societies will not be responsible for any injury, damage or loss that may occur to a Vendor, to his employees or invitees. Without prejudice to Vendor’s liability to indemnify the Associated Humane Societies as stated above, Vendor shall procure at its expense and maintain for the duration of the Event, Commercial General Liability Insurance with financially responsible insurance companies, and with policy limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The required insurance coverage above shall be primary and noncontributing with respect to any other insurance that may be maintained by the Associated Humane Societies and notwithstanding any provision contained

herein, Vendor, and its employees, agents, representatives, consultants, subcontractors and suppliers are not insured by the Associated Humane Societies and are not covered under any policy of insurance that the Associated Humane Societies has obtained or has in place.

**EJECTION OF UNDESIRABLE PERSONS:** The Associated Humane Societies reserves the right to eject or cause to be ejected from the premises of the Associated Humane Societies/Popcorn Park Animal Refuge any objectionable Vendor and/or Vendor's employee, and neither the Associated Humane Societies nor any of its officers, agents or employees shall be liable to the Vendor for any damages that may be sustained by Vendor or Vendor's employees through exercise by the Associated Humane Societies of such rights.

**DAMAGE TO PERSONAL PROPERTY:** Vendor acknowledges that the Associated Humane Societies will provide reasonable and prudent precautions against damage to or theft of Vendor's equipment or other items of personal property while they are physically located on the premises of the Associated Humane Societies Popcorn Park Animal Refuge. Notwithstanding, Vendor assumes full responsibility and releases the Associated Humane Societies from liability for damage to or theft of any personal property belonging to Vendor and Vendor's employees.

**FORCE MAJEURE; CANCELLATION:** If the Associated Humane Societies should be prevented from holding the Event by any cause beyond its control (such as weather, fires, strikes, Acts of God, pandemic, epidemic, etc.) or if it cannot permit the Vendor to participate in the Event due to circumstances beyond its control, the Associated Humane Societies will have no further obligation or liability to the Vendor.

**PHOTOGRAPHY:** Vendors and their representatives may be filmed/video recorded and/or photographed during the Event. Vendor gives the Associated Humane Societies permission to do so and grants to the Associated Humane Societies the absolute and irrevocable right and unrestricted permission concerning any film/video and/or photographs. Vendor agrees that all such footage is the property of the Associated Humane Societies and agrees that Vendor will not receive any compensation for the use of any images or likeness in the filming or airing of the Event. The Associated Humane Societies reserves the right to use all photos and biographies in Event promotional materials, including, but not limited to, the Event's official Web site, advertising and marketing collateral, to use, reuse, publish, and republish the photographs in whole or in part, individually or in connection with other material, in any and all media now or hereafter known, including the Internet, and for any purpose whatsoever specifically including illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use Vendor's name/company name in connection with any use the Associated Humane Societies so chooses.

**AMENDMENTS:** All matters and questions not covered by these Terms and Conditions are subject to the decisions of the Associated Humane Societies. These Terms and Conditions may be amended at any time by the Associated Humane Societies and all amendments that may be so made shall be equally binding on all parties affected by them as by the original Terms and Conditions.