

**SACRED HEART CULTURAL CENTER
1301 GREENE STREET, AUGUSTA, GA 30901**

VENDOR AGREEMENT

Please review the following before signing. By signing this document you agree to abide by all of the terms and conditions presented herein as well as those in the Application for Vendor Space.

Vendor Space

Sacred Heart Cultural Center ("Sacred Heart") will provide the undersigned vendor with vendor space at the 2010 Sacred Heart Garden Festival in accordance with the terms of the vendor's Application for Vendor Space. As stated in that document, vendor space is assigned on a first-come, first-served basis and at the sole discretion of Sacred Heart, and Sacred Heart cannot guarantee the availability of vendor space. In the event that Sacred Heart cannot provide the vendor space requested in the vendor's Application for Vendor Space, Sacred Heart will contact the vendor to discuss alternate arrangements and/or arrange a refund of the vendor's deposit.

Rules and Regulations

As partial consideration for its use of vendor space, the undersigned vendor agrees to abide by all rules and regulations adopted by Sacred Heart and agrees that Sacred Heart shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the show.

Advertisement and Attendance

Sacred Heart does not imply or guarantee attendance figures or advertising commitments. Sacred Heart will make its best efforts to implement an effective ad campaign to facilitate maximum attendance.

Display Regulations

The vendor agrees to occupy its assigned vendor space during the full term of the Garden Festival and to exhibit only the products described in its Application for Vendor Space and any attachments thereto. Sacred Heart reserves the rights, in its sole discretion, to (1) determine the eligibility of vendors and exhibits for the Garden Festival, (2) reject or prohibit exhibits or vendors that Sacred Heart considers objectionable, and/or (3) relocate vendors or exhibits when, in Sacred Heart's opinion, such moves are necessary to maintain the character and/or good order of the Garden Festival.

Deposit, Payment Terms, & Cancellation Policy

The vendor space rental fee shall be as reflected in the attached Application for Vendor Space. A deposit of 50 percent of the vendor space rental fee is due upon submission of the Application for Vendor Space. ALL DEPOSITS ARE NON-REFUNDABLE except in the event that Sacred Heart cannot accommodate the vendor's request for vendor space. The balance of the vendor space rental fee is due by February 1, 2010. In the event the vendor fails to make timely payment or fails to comply in any respect with the terms of this document or the Application for Vendor Space, Sacred Heart reserves the right to cancel the vendor's contract without notice and all rights of the vendor thereunder shall cease and terminate. In the event that the vendor's check is returned by a bank or financial institution of any sort due to insufficient funds, a \$50 fee will be charged to the vendor. A vendor wishing to cancel its contract to attend the Garden Festival must submit written notice of cancellation more than thirty (30) days in advance of the first day of the Festival. If the vendor fails to do so, it shall be liable for full payment of its space rental fee.

Building & Parking

The vendor is liable for any damage that it or its agents, contractors, or employees cause to the facility or to any property of Sacred Heart, its agents, officers, or employees, or any other vendor(s). The vendor may not apply paint, lacquer, adhesive or other coatings to the facility or to the property of Sacred Heart, its agents, officers, or employees, or any other vendor(s). Sacred Heart is not responsible for providing or ensuring vendor parking during setup, show times or break down.

Installation & Removal of Exhibits

The vendor agrees that no display will be dismantled or removed during the entire run of the Festival without the permission of Sacred Heart, but will remain intact until the end of the final closing hour of the last Festival day. The vendor also agrees to remove its display and equipment from the Festival site by the final move-out time limit.

Cancellation or Curtailment of the Garden Festival

In the event that the facility in which the Garden Festival is to be held or is held is destroyed or becomes unavailable for occupancy for reasons beyond the control of Sacred Heart or if for any reason Sacred Heart is unable to permit the vendor to occupy the facility or the space, or if the Festival is cancelled or curtailed, Sacred Heart and the show sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the vendor may suffer.

Assignment and Subletting

The vendor shall not assign any rights to vendor space or sublet same without prior permission of Sacred Heart, which permission may be arbitrarily withheld at the sole discretion of Sacred Heart.

Insurance

The vendor shall obtain a policy of liability insurance during the period commencing no later than the Garden Festival’s first move-in date and terminating no earlier than the Festival’s last move-out date. This liability policy shall name Sacred Heart as an additional insured against all claims of any kind arising from or in any way connected with or related to the vendor’s presence or operations at the Garden Festival. The vendor shall provide Sacred Heart with a copy of such policy prior to move-in. Sacred Heart holds the right to refuse the vendor’s entry onto Sacred Heart property and to cancel the vendor’s contract at no obligation if such a policy is not submitted.

Assumption of Risk, Waiver and Indemnity

The vendor accepts all risks associated with the use of the exhibit space and environs. The vendor shall not make any claim or demand or take any legal action whatsoever against Sacred Heart, its agents, employees, officers, or directors, the Garden Festival sponsors, the facility in which the Festival is held, or the owners of said facility for any loss, damage or injury, however caused, to the exhibitor, its officers, employees, agents or their property. The vendor agrees to indemnify and hold harmless Sacred Heart, Garden Festival sponsors, the facility and its owners, and their respective officers, employees, directors and agents against all claims, costs, legal actions, damages, and charges of any and every kind resulting from, arising out of, or relating to the vendor’s occupancy and use of or presence in the vendor space or its environs.

Vendor’s Property

Sacred Heart will not be responsible or liable for the safety of the vender or its merchandise, property, employees, or customers from theft, damage from fire, civil tumult, accident, Act of God or any other damage or injury of any type whatsoever. All of the vendor’s property at the Garden Festival shall be present at the sole risk of the vendor and Sacred Heart assumes no responsibility for any loss or damage thereto.

Limitation of Damages

In no event and under no circumstances or theory of liability shall the vendor be entitled to recover any damages or other compensation from Sacred Heart or its agents, officers, or employees that exceeds the deposit and vendor space rental fee(s) paid by said vendor.

Choice of Law & Entirety of Agreement

This document, the Application for Vendor Space, any and all attachments thereto, and any disputes arising thereunder shall be subject to and controlled by the laws of the State of Georgia. The documents described in the immediately preceding sentence constitute the sole and entire agreement between the vendor and Sacred Heart, and no representations or inducements not included therein shall be binding upon the parties hereto.

Signature of Vendor & Date

Accepted by Sacred Heart

Printed Name of Vendor: