

# ENTERTAINMENT / VENDOR AGREEMENT

This Entertainment Agreement is by and between Puppen Meister Productions (hereinafter referred to as "PMP") and the entertainment / Vendor Company identified below (hereinafter referred to as "Entertainer").

Business License No. / Sales tax # \_\_\_\_\_  
Company Name \_\_\_\_\_  
Contact Person \_\_\_\_\_ title \_\_\_\_\_  
Mailing Address \_\_\_\_\_

Telephone \_\_\_\_\_ cell \_\_\_\_\_  
E-Mail \_\_\_\_\_  
Entertainment /Product \_\_\_\_\_  
\_\_\_\_\_

**Entertainer Agrees To:**

§ Provide PMP with a Certificate of Insurance for liability and property damage coverage for at least \$1 million prior to the show opening.(If applicable)

§ Provide its own equipment, supplies, signage and staff for the duration of the show.

§ Complete set-up of exhibit space by the start of the show.

§ Complete removal and clean-up of exhibit space occupied upon the close of the show.

§ Provide PMP with Animal Health Certificates required by the State Department of Agriculture (if applicable).

§ Provide PMP with a Business License as required under the state Department of Taxation as well as collect and pay the appropriate state sales tax \*

§ Identify and arrange for a substitute entertainer, should weather or other circumstances interfere with the contracted entertainment.

Upon Arrival: A representative from Puppen Meister Productions will assign you your space. Under no circumstances do you contact the event coordinator. You are under contract to PMP, not the event.(go to the Marionette stage for assistance) set up details and directions will be sent via email approximately 2 weeks before the event.

**Additional Comments:**

\*Items sold must be approved by PMP prior to the show.  
Please list here:

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**PMP Agrees To:**

§ Provide \_\_\_\_ x \_\_\_\_ ft. exhibit space for entertainment location.

§ Provide assistance prior to the show with planning and Logistics.

**Additional Comments:**

**ENTERTAINER:** I hereby agree to all Terms and Conditions of this Entertainment Agreement (see above), Contract for Exhibit Space and Event Rules and Regulations (see attached).

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**Puppen Meister Productions dba: Country Kids Jamboree**

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Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Puppen Meister Productions**  
P.O. Box 5053  
South Williamsport, Pa. 17701  
570-244-2362

Email: [puppenmeister@comcast.net](mailto:puppenmeister@comcast.net) [EventLister.com](http://EventLister.com)

## **Exhibitor & Entertainer Terms and Conditions**

**Assignment of Exhibit Space and Attendees** Exhibitor agrees to lease from PMP exhibit space(s) as indicated as approved by PMP. It is understood that PMP will make every effort to assign the exhibit space(s) as requested, but Exhibitor grants PMP the right to make final assignment of exhibit space and to alter locations, at its own discretion, to further the best interest of the event. Although PMP will attempt to accommodate Exhibitor requests for specific locations, no guarantees can be made that the Exhibitor will be assigned the specific booth(s) request. Exhibitor acknowledges that they are not contracting for a specific booth(s), but rather for the right to participate as an Exhibitor in PMP. Exhibitor understands that exhibit space(s) is held on a tentative basis until receipt of signed Agreement and payment of Deposit Assigning, subletting, subdividing or sharing of exhibit space is prohibited. No selling of animals allowed. PMP makes no representations or warranties with respect to the demographic nature and/or number of Exhibitors or attendees.

**Use of Space** PMP reserves the right to decline, prohibit or expel an exhibit which, in PMP judgment, is out of keeping with the character of the Show, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc. Distribution of advertising material and Exhibitor solicitation of any sort shall be restricted to the Exhibitor's booth. Exhibitor's exhibit or product may not extend beyond the limits of the Exhibitor's booth and part of any exhibit or product may not extend into any aisle. No Exhibitor's shall so arrange their exhibit to obscure or prejudice adjacent Exhibitors in the opinion of PMP. No Exhibitors shall assign or sublet any part of their exhibit space without the consent of PMP in writing. Exhibitor will keep their exhibit open and staffed at all times during show hours. Failure to comply with the rules and regulations of this Agreement and as stated in the Exhibitor Services Manual will result in the alteration or removal of the booth at the Exhibitor's expense. Rental fees for services and exhibit space are not refundable.

**Payment** Exhibitor agrees to pay all appropriate exhibit space rental fees according to the payment schedule below. Exhibitor is responsible for any bank fees. No Exhibitor will be permitted to retain a booth space or move-in a display of products without prior full payment. If the exhibit space rental fee is not paid according to the schedule, PMP reserves the right to cancel Exhibitor's Agreement and re-assign exhibit space(s). The Exhibitor agrees that upon acceptance of this Agreement by PMP with or without appropriate or timely payment of any and all fees, this Agreement shall become binding and enforceable in accordance with its terms.

Payment Schedule:

1. A 50% non-refundable deposit is with the submission of Agreement.
2. Balance due upon completion of the event
3. If Agreement is submitted 10 days or less from event, total payment is due with Agreement for Exhibit space limits allowed by applicable laws, then the maximum interest and such fees as allowed by such laws shall be paid to PMP by the Exhibitor. Operation of the exhibit are not part of the exhibit space rental fee and are the responsibility of Exhibitor. Any disputes that may arise between Exhibitor and any third party contractors are the

**Cancellation** Any request for cancellation of exhibit space must be submitted in writing. All payments for exhibit space(s) are non-refundable. PMP will cancel an Exhibitor's exhibit space if (1) payments are not made according to the payment schedule above, (2) Exhibitor fails to occupy the assigned space by 2:00pm on the day of show opening; and/or (3) Exhibitor fails to comply with this Agreement for Exhibit Space and the Rules and Regulations (as they may be amended by PMP from time-to-time).

**Liability and Insurance.** Neither PMP, its officers, directors, employees, or agents, nor the event facility, nor the legal entities that own, lease or operate the facility, nor their members, officers, directors or employees, will be responsible or liable for injury to any person or persons or for loss or damage to any Exhibitor's property or any person or persons while in transit to or from the exhibition facility or while in the exhibition facility. Exhibitor indemnifies and agrees to hold harmless PMP and the event facility, their agents, members, officers, directors and employees against any and all liability whatsoever arising from any or all damages to property or personal injury caused by an Exhibitor or his/her agents, representatives, employees, any other person or animals. Exhibitor assumes complete responsibility and liability for all loss, damage, or destruction of the property of Exhibitor, its agents and all property of the exhibition facility used by Exhibitor or brought into the exhibition facility premises on its behalf. Exhibitor also assumes full responsibility for all injury to any and all persons, animals or property that is in any way connected with Exhibitor's property, including equipment, or caused by Exhibitor, his/her agents, representatives, employees or animals. Exhibitor is required to insure its property against damage or loss and public liability at its own expense in any amount not less than \$1,000,000 and will show proof of insurance to PMP, if requested. Exhibitor is responsible for the safety of exhibits, Exhibitors or its employees

against robbery, burglary, theft or damage by fire or any other cause. Exhibitor warrants and represents that any use of materials published or displayed on the Internet or in electronic format in connection with PMP will not violate or infringe any copyright, trademark, trade secret, or any other rights of PMP or any third party. Exhibitor agrees to indemnify and hold harmless PMP from any and all claims for monetary awards, including but not limited to reasonable attorney's fees, made by third persons relating to or arising from any third-party claims of defamation, illegality, or infringement or any patents, trade secrets, copyrights, trademarks, service marks, trade names, or similar proprietary rights. Exhibitor waives all claims of any kind against PMP or any of its directors, members, employees, or agents, arising from the conduct of the show. Exhibitor agrees that none of the parties referred to in this Agreement for Exhibit Space shall be liable for any loss or damage to Exhibitor including loss or damage to Exhibitor's business by reasons of failure to hold the show, or failure to provide space for any exhibit, or the removal of any exhibit, or for any action of PMP or its employees or agents in relation to the exhibit or Exhibitor. In the event any part of the exhibition facility is destroyed or damaged so as to prevent PMP from permitting an Exhibitor to occupy assigned space during any part or whole of the Exposition, or in the event occupation of assigned space is prevented by strikes, acts of God, national emergency, or other cause beyond the control of PMP, Exhibitor will be charged for space during the period it was or could have been occupied by Exhibitor; and Exhibitor hereby waives any claim against PMP, its directors, officers, agents, suppliers or employees for losses or damages which may arise in consequence of such inability to occupy assigned space. Exhibitor agrees to abide by all pertinent laws, ordinances, rules, workers compensation, regulations and codes of duly authorized local, state, and federal governing bodies, concerning licensing, taxation, fire, safety and health including vaccination requirements), together with the rules and regulations of the exhibition facility.

**Agreement Modifications** All terms and conditions of this Agreement shall be binding upon the parties and their representatives. This Agreement states the entire agreement and understanding of the parties with regard to the subject matter of this Agreement. This Agreement shall be construed by and enforced in accordance with the laws of the State of Pennsylvania, which shall govern the validity and performance of this Agreement.

**Miscellaneous** This Contract is irrevocable, and the rights of PMP under this Agreement shall not be deemed waived except as specifically stated in writing by an authorized representative of PMP. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be severed from the Agreement.

**EXHIBITOR:** I hereby agree to the Terms and Conditions of this Agreement for Entertainment and Rules and Regulations.

Signature \_\_\_\_\_ Date \_\_\_\_\_