

HUMANE SOCIETY
OF GREATER DAYTON

A 5K walk and day of family fun to benefit
the Humane Society of Greater Dayton.

May 9, 2009
Miami Valley South Health Center
2400 Miami Valley Drive
Centerville, Ohio 45459

Non-Profit Vendor Application & Agreement

Non-Profit Organization Name

Address

City

State

Zip

Phone

Fax

Contact Person

Title

Contact Phone

Email

Web Site

Description of Merchandise

Vendor Fee: **\$63.50**

*\$63.50 Fee waived if you have a team of
Five or more. Team Name (If 5 or more)*

Total Enclosed: _____

*A 10' x 10' tent, 8' table and two chairs
will be provided at no additional charge.*

I would like to contribute the following item for a raffle/prizes:

I acknowledge that I have reviewed the attached non-profit vendor agreement and agree to the terms set forth in the contract.

Vendor Signature _____

Printed Name _____ Date _____

Help us publicize this event! Please link to our website, www.humanesocietydayton.org.
Contact us at 937-268-7387 if you would like flyers to help promote this great event!

Non-Profit Vendor Application & Agreement

This Agreement is made by and between the Humane Society of Greater Dayton and non-profit organization named in the Non-Profit Vendor Application, referred to as "Vendor".

1. Booth Space

- The Vendor would like to obtain booth space at Furry Skurry on Saturday, May 9, 2009 in Dayton, Ohio, in order to sell Vendor's merchandise to the attendees of the event. Furry Skurry is offering a 10' x 10' booth.
- Booth set-up will be on Saturday, May 9, 2009, between 7:00 a.m. and 8:15 a.m.

2. Payment Terms

- No payment is required for the booth space, but electrical needs can be met for an additional fee as stated on the Non-Profit Vendor Application.
- Checks for rental fees should be made payable to the Humane Society of Greater Dayton.

3. Vendor Responsibilities

- Complete and return this Vendor Application & Agreement and payment, if applicable, to Humane Society of Greater Dayton, c/o Furry Skurry Non-Profit Vendors, 1661 Nicholas Road, Dayton, OH 45418 no later than May 1, 2009.
- Rental items will not be reserved for Vendor until Vendor's payment, if applicable, is received.
- **Vendor will retain all proceeds from their sales on the day of the event.**
- Vendor must obtain all permits and licenses required by the State of Ohio and must pay all applicable city, county, state and federal taxes.
- Vendor gives the Humane Society of Greater Dayton the right to use their name in Furry Skurry publicity and advertising.
- Vendor will carry liability and property insurance sufficient to provide adequate coverage should an accident or damage occur at Vendor's booth. Vendor will provide proof of insurance upon request.
- **Vendor will have all vehicles removed from the event site before 8:00 a.m.** and be completely set up by 8:15 a.m. on May 9, 2009. During set up, Vendors will quickly unload all materials from vehicles and move vehicles out of the designated unloading zone before setting up their booth.
- Vendors will remove all equipment, supplies, and vehicles from the event site by 4:00 p.m. on Saturday, May 9, 2009. Vendor's space must be left clean with all trash placed in the receptacles provided. Any trash that will not fit into the receptacles must be disposed of by Vendor.
- Vendor will staff booth at all times the day of the event.
- **Vendor will not produce any loud noises, including but not limited to generators,** music and recorded messages, that may startle or frighten any of the animals present at the event.
- Vendor will display merchandise so that walkways are kept clear and merchandise does not intrude on any adjacent booth.
- Vendor understands that other vendors with merchandise similar to Vendor's may also have booth space at the event.
- Vendor will not sell or give away any dog or cat food products other than Iams or Eukanuba brands.
- **Vendor will not sell food or drink items.**
- Vendor will ensure that all animals Vendor may bring to the event are spayed or neutered, remain in a carrier or leashed at all times, and do not require a muzzle.
- Vendor understands that the Humane Society of Greater Dayton, in its sole discretion, may refuse Vendor's request for booth space.

4. Responsibility of Furry Skurry

- The Humane Society of Greater Dayton will notify Vendor within 5-10 business days after the Agreement and payment, if applicable, are received whether their request for booth space has been accepted.
- Furry Skurry will provide the 10' x 10' space, 10' x 10' tent, 8' table and two chairs. **No electrical will be provided. If Vendor wants electric, they will have to bring their own Quiet Honda type generator.** Any additional needed items must be supplied by the Vendor.
- Furry Skurry will include Vendor's name, address, phone number, web site, email address and a brief description of Vendor's merchandise on the Humane Society of Greater Dayton website.
- Furry Skurry will provide a map of the area Vendors may use to unload and reload booth materials.

5. Responsibility or Liability for Damages

Neither the Humane Society of Greater Dayton, its officers, directors, employees, volunteers, or agents will be responsible or liable for injury to any person or persons or for loss or damage to any Vendor's property or any person or persons while in transit to or from the event area or while in the event area.

Vendor indemnifies and agrees to hold harmless the Humane Society of Greater Dayton, its officers, directors, employees, volunteers, agents, or guests against any and all liability whatsoever arising from any or all damages to property or personal injury caused by Vendor, his/her agents, representatives, employees or animals.

Vendor warrants and represents that any use of materials published or displayed on the Internet or in electronic format in connection with the Furry Skurry will not violate or infringe any copyright, trademark, trade secret, or any other rights of the Humane Society of Greater Dayton or any other third party. Vendor agrees to indemnify and hold harmless the Humane Society of Greater Dayton from any claims for monetary awards, including but not limited to reasonable attorney's fees, made by any third persons relating to or arising from any third party claims of defamation, illegality, or infringement of any patents, trade secrets, copyrights, trademarks, services marks, trade names, or other similar proprietary rights.

Vendor waives all claims of any kind against the Humane Society of Greater Dayton, or any other person or animal involved in Furry Skurry for any injury or loss to its person or property which may directly or indirectly result from Vendor's participation in Furry Skurry.

6. Cancellation Policy

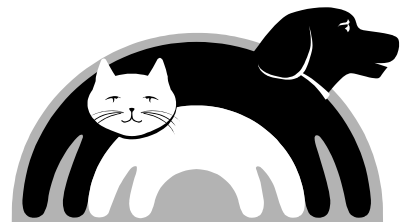
Vendor will notify the Humane Society of Greater Dayton in writing delivered to the above address if Vendor wishes to cancel this Application & Agreement. Cancellations received after May 1, 2009 are not eligible for refunds. Cancellations made prior to the cancellation deadline will receive a full refund for rental fees.

7. Furry Skurry Contact Information: Jim Hoffman (GE Aviation) Phone 937-898-5881 ext 390

Email: j_hoffman@humanesocietydayton.org or Jimh@usa.com

8. Law

The parties agree that this Agreement shall be governed by the laws of the State of Ohio, without regard to its choice of law provisions. Any action relating to this Agreement or any breach thereof shall be brought in the Courts of Montgomery County, Ohio; each party hereby submits to the personal jurisdiction of these Courts and waives any objection to venue in these courts.



HUMANE SOCIETY
OF GREATER DAYTON