

**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

Vendor Application & Agreement \_\_\_\_\_

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**Zip**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Fax**

\_\_\_\_\_  
**Contact Person**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Contact Phone**

\_\_\_\_\_  
**Email**

\_\_\_\_\_  
**Web Site**

\_\_\_\_\_  
**Description of Merchandise**

**Vendor Fee:** \$100

If electricity is needed, you must  
provide your own quiet generator.

**Total Enclosed:** \_\_\_\_\_

*A 10' x 10' tent, 8' table and two chairs will be  
provided.*

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I acknowledge that I have reviewed the attached 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](http://www.humanesocietydayton.org).  
Contact us at 937-268-7387 if you would like flyers to help promote this great event!**

# Vendor Application & Agreement

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This Agreement is made by and between the Humane Society of Greater Dayton and the company named in the 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, one table and two chairs for \$100.
- Booth set-up will be on Saturday, May 9, 2009, between 7:00 a.m. and 8:15 a.m.

## 2. Payment Terms

- If payment does not accompany the signed and completed Agreement, it must be received before May 1, 2009.
- If payment is not received by May 1, 2009, the Humane Society reserves the right to cancel this Agreement.
- Checks should be made payable to the Humane Society of Greater Dayton, and mailed to the Humane Society of Greater Dayton, c/o Furry Skurry Vendors, 1661 Nicholas Road, Dayton, OH 45418.

## 3. Vendor Responsibilities

- Complete and return this Vendor Application & Agreement and payment to Humane Society of Greater Dayton, c/o Furry Skurry Vendors, 1661 Nicholas Road, Dayton, OH 45418 no later than May 1, 2009.
- Booth space will not be reserved for Vendor until Vendor's payment 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 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 understands that other vendors with merchandise similar to Vendor's may also have booth space at the event.
- 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 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

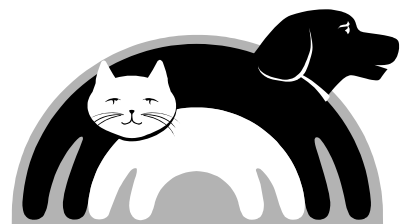
Vendor will notify the Humane Society of Greater Dayton in writing delivered to the above address if Vendor wishes to cancel this Application & Agreement. Cancellations received after May 1, 2009 are not eligible for refunds. Cancellations made prior to the cancellation deadline will receive a refund of 50% of the booth fee and 100% of the rental fees, if applicable.

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

Email: [j\\_hoffman@humanesocietydayton.org](mailto:j_hoffman@humanesocietydayton.org) or [Jimh@usa.com](mailto: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.



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