



### SPONSOR TERMS AND AGREEMENT

The Sponsor agrees to each and all clauses set forth in this agreement and identified in the Rotary Club of West Chester/Liberty (RCWCL) application herein incorporated by reference. No clauses of this agreement may be changed in any way or altered without the written, signed permission of the RCWCL.

- Sponsor agrees to obey all rules and instructions as directed by the RCWCL’s Sponsor Coordinators during the BBQ Fest (BBQF).
- Any failure to strictly adhere to rules and instructions may result in the immediate termination of this agreement and immediate forfeitures of all fees paid to the RCWCL.
- Sponsor agrees and acknowledges that household pets, amplified sound, barbecue grills, within or around your designated booth space are strictly prohibited. Any violation of these rules shall be considered a material breach of this agreement by the Sponsor and shall result in immediate termination of this agreement and forfeiture of all fees paid to the RCWCL.
- Out of fairness and consideration of all BBQF participants, Sponsor or acknowledges and agrees to only utilize the space contained within the confines of its booth, and not to extend beyond 3 feet directly in front of its booth, for any sales, distribution, or other solicitation by the Sponsor. Sponsor acknowledges and agrees that it is strictly prohibited from “canvassing” or otherwise roaming the BBQF grounds in any effort to promote its booth’s purpose. The RCWCL will make every reasonable effort, as allowed by law to prohibit any unauthorized “canvassing”.
- As a courtesy to other exhibitors and festival participants, any amplified sound and loud noise from your booth is prohibited. Additionally, the Sponsor acknowledges and agrees that any material of an adult nature shall be displayed subject to the Federal, State, and Local rules, laws, and regulations regarding the display of adult materials which may be considered obscene or objectionable for viewing by minors.
- The RCWCL reserves the right to prohibit, within any Sponsor booth or on the festival grounds, the display, advertisement, or other promotion of any business, company, or organization, which may be in conflict with a current RCWCL sponsor or preferred Sponsor. Any questions concerning current RCWCL sponsors should be directed to the BBQF chairman prior to the event.
- Sponsor shall not display, offer for view or sell any illegal or contraband items. The laws of the State of Ohio and the United States federal law shall control. Sponsor shall not display, offer for view or sell any items that are unlicensed or copies or interpretations of licensed or registered items at Sponsor’s booth.
- Sponsor shall not sublet its space to anyone.
- Sponsor acknowledges and understands that it is responsible for sales and use tax required in the State of Ohio and shall in no way hold the RCWCL or its representatives responsible for any type of permits or licenses other than this booth Sponsor agreement. Sponsor is responsible for the accts, and all costs associated with, of any and all of its employees and volunteers. No Sponsor shall hold itself out as an Agent of the RCWCL.
- Cancellations/Refund Policy/No Shows: a 75% refund will be given with a written request if received by May 1 and if the space vacated by Sponsor can be filled from an approved waiting list. No refunds will be given for any request received after May 1.
- The RCWCL makes no representation or guarantees of the number of people attending the BBQF.
- Sponsor understands that the RCWCL has no control over weather, acts of God, acts of terrorism, or governmental intervention, or any other cause beyond the control of the RCWCL that may prevent, alter or interrupt the BBQF, and Sponsor shall hold the RCWCL harmless from any losses that could arise because of an event of that nature. NO refunds will be issued due to weather.
- The RCWCL reserves the right to place Sponsor in a booth location at the complete discretion of the RCWCL. The RCWCL shall have sole and complete authority to place Sponsor in any location on the event grounds, irrespective of Sponsor’s request. The RCWCL makes no representation about and does not, guarantee any volume of “foot-traffic” and BBQF guests in any area of the grounds. The RCWCL cannot speculate, nor control, the popularity of one area of the BBQF over the other.
- Sponsor upon vacating its booth space will ensure that any and all trash or refuse is removed from the booth space and placed in the appropriate trash containers. Failure of Sponsors to clean its booth space and space 3 feet in front of its booth may result in the future denial of Sponsor participation.
- Sponsor certifies that it maintains adequate liability insurance to cover any and all occurrences which may result in the damage to property or injury to any person who may be a patron within the confines of the Sponsor’s booth and in the space 3 feet in front of Sponsor’s booth.

### HOLD HARMLESS AGREEMENT

Festival participants (defined as anyone participating in the BBQF including volunteers, staff, exhibitors, Sponsors, partners, donors, band members, and suppliers, and hereinafter referred to as “participant”) release and hold harmless the facility that is being used, sponsors, owners, managers, employees, partners, merchants associations, club members, agents, servants and staff of the BBQF, RCWCL and Mathewsgroup from all responsibility, personal liability, loss or damage, theft, fire, loss of life, personal injury and/or damage to property that may arise or occur to participant, it’s or his associates, goods, property or the public and from any conditions whatsoever that may arise while the premises are in use, during event hours or when closed before or after event hours. Entry into the Festival constitutes an agreement that participant and its or his representatives will take no legal action against any of the released parties. We reserve the right to remove any participant whose conduct is not acceptable or who is not complying with this agreement or rules of the event. A RAIN or SHINE event. No refunds will be issued due to inclement weather.

Any modification of this agreement shall be null and void unless said modification is set forth in writing by the said parties. This agreement incorporates all agreements and understandings, either oral or written, between the parties and has excluded any term contemplated prior to the signatures of the parties. This agreement has been read, understood and entered into freely, voluntarily and absent of duress by the parties signed below.

I acknowledge and agree to both the Sponsor Agreement and the Hold Harmless Agreement above.

Sponsor Name \_\_\_\_\_  
please print

Contact Name \_\_\_\_\_  
please print

Signature \_\_\_\_\_

Date \_\_\_\_\_