



Churubusco Turtle Days Association
Post Office Box 187
Churubusco, IN 46723

www.turtledays.com

Churubusco Turtle Days Association 2010

Professional Merchant Contract

THIS CONTRACT made and entered into this day _____, 2010 by and between the CHURUBUSCO TURTLE DAYS ASSOCIATION, and

(Hereinafter referred to as "MERCHANT")

WITNESSETH: CHURUBUSCO TURTLE DAYS ASSOCIATION, during period of the CHURUBUSCO TURTLE DAYS FESTIVAL,

June 16-19, 2010 for vending and/or displaying purposes lease either:

\$100.00 _____ "Inside Tent Space" measuring 10' X 10' including 120VAC, 1PH, 60Hz, 20amp electricity,
or

\$300.00 _____ "Outside Tent Space" measuring up to 325 sq. ft. including up to 240VAC, 1PH, 60Hz, 40amp electricity,

with privilege of vending and/or displaying _____.

The parties hereto further agree that all rent above mentioned must be paid in full in advance; no space will be reserved without full payment. The MERCHANT must have exhibit and equipment properly installed to commence business no later than **4:00 p.m. June 15, 2010**. In the event the MERCHANT fails to install equipment and have exhibit in place to commence business as aforesaid, or fails to occupy the space herein leased, all monies paid hereunder shall be retained by CHURUBUSCO TURTLE DAYS ASSOCIATION.

1. CHURUBUSCO TURTLE DAYS ASSOCIATION reserves the right to close any exhibit leased herein, without liability, should MERCHANT, his exhibit, or employees be deemed by CHURUBUSCO TURTLE DAYS ASSOCIATION to be guilty of any act that is against the best interest of the CHURUBUSCO TURTLE DAYS FESTIVAL.

2. The MERCHANT agrees to comply with conditions of this contract and all rules and regulations adopted by the CHURUBUSCO TURTLE DAYS ASSOCIATION. Failure to comply may result in cancellation of the lease and MERCHANT shall forfeit all rights hereunder and shall, upon demand immediately close exhibit and shall surrender the space leased and not be entitled to refund of any monies paid to the CHURUBUSCO TURTLE DAYS ASSOCIATION.

3. CHURUBUSCO TURTLE DAYS ASSOCIATION will not permit any exhibit to be dismantled before festival closes on Saturday evening, **June 19, 2010**. Therefore, MERCHANT agrees to cooperate and obligates them when signature is affixed to this contract.

4. MERCHANT agrees to assume, defend at all times, indemnify, protect, save and hold harmless CHURUBUSCO TURTLE DAYS ASSOCIATION, against claims or demands arising or resulting from the use by the MERCHANT, the claims of any employee or agent of the MERCHANT, the claims of anyone attending the exhibit and the claims of any other person for damages for bodily injury, sickness, mental anguish, or death and claims for damage to the property of MERCHANT which is sustained during the use by MERCHANT of the space provided by the CHURUBUSCO TURTLE DAYS ASSOCIATION.

Merchant Signature _____

Address _____

Phone _____

E-mail _____

Please send to:
Turtle Days Association / Merchant
PO Box 187
Churubusco, IN 46723