

Vendor Agreement

GG Fest 2023

MAGIC, Inc. is the promoter and management organization of GG Fest 2023 taking place November 4-5, 2023 at Best Western, Westminster Maryland ("Facility").

1. **Vendor Fees.** Vendors shall pay a fee, as indicated appropriate to the space desired for the right to use said space to display its products and services at GG Fest. Vendor shall pay any sales or use tax in addition to the fees if taxes are assessed. The vendor Fee is NON-REFUNDABLE after October 3, 2023.
2. **Space Assignment.** Vendor space will be assigned by event management, depending on the type of space. We do not accept requests for special placements.
3. **Vendor Regulations.** Vendors may display its products and services according to the following regulations:
 - a. GG Fest is a family event. Vendors may not display adult-oriented products. Vendors may not display images, video, or the media containing excessive violence or material of a sexual nature. MAGIC, Inc. maintains the exclusive right to prohibit the display or sale of inappropriate products.
 - b. Space may not be shared with another vendor or unregistered vendor.
 - c. Vendors shall not sell or distribute food or drink.
 - d. Vendors shall not allow their signage, product displays, or personnel to block or otherwise impede access to any other vendor.
 - e. Vendors shall not engage in aggressive sales tactics or poaching of GG Fest attendees from other vendors.
 - f. If Vendor has an electric or electronic equipment: they shall ensure that electrical outlets are not overloaded or are dangerously connected.
 - g. GG Fest does not provide security for Vendors and disclaims all liability for lost, stolen, or damaged displays, equipment, or goods.
 - h. Vendors may sell directly to GG Fest attendees, but the Vendor is solely responsible for the payment of all relevant state and local sales taxes. Vendors who wish to sell products are responsible for obtaining all necessary licenses to sell products at GG Fest. **MAGIC, Inc. does not have a Traders' License for the sale of products and disclaims all liability for violations of law or regulation related to licenses to sell products.**
 - i. In accordance with Maryland law, Vendor shall provide a copy of a valid Trader's License or Sales Use prior to the show, and have it

available for inspection, if requested.

4. **Vendor Set-up & Tear-down.** Vendor shall set up all merchandise and displays no later than 30 minutes prior to the opening of GG Fest each day. Vendor shall not tear down until one hour prior to the close of the event. Vendor may arrive for load in on Friday, November 4th no earlier than 10am.
5. **Facility Policies.** GG Fest, MAGIC, Inc. and Vendors are guests of the event facility. Vendor shall abide by all Facility safety and use policies. If the Facility notes violations of its policies to MAGIC, Inc., we may assess fines or reserve the right to remove the Vendor from the event.
6. **Disclaimers and Liability Limits.** While MAGIC, Inc will attempt to maximize attendance at GGFest, MAGIC, Inc. does not guarantee the number, nature, or quality of attendees. MAGIC, Inc. disclaims all liability, including monetary losses, lost profits, or any other business loss suffered by Vendor related to participating in GG Fest. MAGIC, Inc. disclaims all liability suffered by Vendor resulting from any actions of negligence of the Facility, other vendors, attendees or through the Vendors own negligence. In any case except fraud, willful destruction of Vendor's property, or gross negligence resulting in injury to Vendor personnel, MAGICs' liability is limited only to the Vendor Fee paid to GG Fest. Vendor is required to have personal or event insurance to cover any business liability.

7. **Indemnification.** Vendor shall indemnify MAGIC against any claim brought by or loss suffered by any third party, including the Facility, other vendors, attendees, government agencies, or any other third party resulting from Vendor's actions, negligence or any sort, and violations of this agreement.
8. **Dispute Resolution.** The laws of the State of Maryland apply to the enforcement and interpretation of this agreement. The parties shall bring any claim related to this agreement to the Maryland State courts in Carroll County, Maryland.

Electronic Agreement

By submitting your online application and paying in full your vendor fee, Vendor agrees to abide by the terms of this contract and any policies issued by GGFest and MAGIC, Inc.