

BASIC TERMS AND CONDITIONS

As a Participant of the World's Largest Yard Sale, I agree to comply with all event terms & conditions and that there will be no change in product/services as described in agreement, without written permission from Town Square Media of Buffalo. Agreement is non-cancelable by applicant & no refund of payment will be made.

1. **CONTRACT** - This application, properly executed by Exhibitor shall upon written acceptance and notification of Booth(s) assigned by Town Square Media of Buffalo constitute a valid and binding contract w/ Town Square Media of Buffalo has sole discretion to reject any applicant for any reason whatsoever.
2. **SPACE ASSIGNMENTS** - Town Square Media of Buffalo shall use its best efforts to locate the Booth in an acceptable area and to provide physical separation from competitors. Notwithstanding the above, Town Square Media of Buffalo reserves the right to change Booth location assignments at anytime, as it may in its sole discretion deem necessary.
3. **TYPES OF EXHIBITS** - Exhibits shall be limited to suppliers of goods and services pertinent to the scope and subjects of the Event. Interpretation to the meaning and intent of this restriction shall be the sole prerogative of Town Square Media of Buffalo. A schedule for setup and removal of exhibits will be provided and must be adhered to by time and date outlined in such schedule. Sales of merchandise and/or food at the Event must have prior written approval by Town Square Media of Buffalo. No storage or excessive/unsightly products can be stored in your Booth area. Exhibitor must request additional storage from Town Square Media of Buffalo and understands that there may be an additional charge for such additional storage.
4. **EXHIBIT SPACE RENTAL RATES** - Rental includes table(s) & agreed upon exhibit space at Town Square Media World's Largest Yard Sale on the Fairgrounds in Hamburg NY, May 8th 2010.
5. **EQUIPMENT** - Booth equipment included with exhibit space rental and provided by Exhibitor or Venue shall be returned at the end of the Event, complete and in good condition, normal wear and tear excepted. Exhibitor shall have no right, title or interest in such equipment. If equipment is returned damaged, Exhibitor shall reimburse Regent Broadcasting of Buffalo and/or Venue for amount of damage promptly upon demand.
6. **EXCLUSION** - Town Square Media of Buffalo shall have the right to exclude or to require modification of any Booth display or demonstration which, in its sole discretion, it considers unsuitable to or not in keeping with the character of the exposition. Town Square Media of Buffalo shall have the right to prohibit the use of amplifying equipment or music which, in its sole discretion, it considers objectionable.
7. **ASSIGNMENT AND SUBLEASE** - Exhibitor shall not sublet the Booth or any equipment provided by Town Square Media of Buffalo, nor shall Exhibitor assign this lease in whole or in part without prior written approval from Town Square Media of Buffalo.
8. **LIABILITY** - This agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between Town Square Media of Buffalo and Exhibitor. Exhibitor shall indemnify, defend, and hold harmless Town Square Media of Buffalo, Venue, their parent corporations and affiliates and their respective officers, directors, employees and representatives, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, costs and expenses, including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses, arising out of or resulting from (a) any breach of any representation, warranty, covenant, obligation or other agreement contained in this Agreement; (b) out of any failure of Exhibitor to comply with any applicable laws, statutes, ordinances or regulations; (c) any act or omission or negligence of Exhibitor or its employees, agents, contractors or invitees; (d) any claim for personal injury or property damage or otherwise brought on behalf of any third party person, firm or corporation against Infinity and/or Venue as a result of or in connection with Exhibitor's Booth which claim does not result from the active negligence of Town Square Media of Buffalo or Venue; (e) any announcements, advertisements or other commercial copy produced, provided or approved by Sponsor for broadcast on a station owned by Town Square Media of Buffalo or its affiliates, including proceedings or litigation alleging infringement, unlawful use or violations of copyright; and/or (f) any defect, alleged or real, in any product of Sponsor's sold or provided as samples to third parties by Sponsor or by Town Square Media of Buffalo as part of such party's responsibilities under this Agreement.. The foregoing indemnities shall survive the termination of this Agreement.
9. **CANCELLATION OR POSTPONEMENT OF EXPOSITION** - In the event that the Event is postponed due to any occurrence not occasioned by the willful or negligent conduct of Town Square Media of Buffalo or Exhibitor, whether such occurrence by an Act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy to this Agreement, then the performance of the parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in the cancellation of the Event, the obligations of the parties under this Agreement shall be automatically terminated and all payments made under this Agreement shall be refunded to Exhibitor, less a pro rata share of expense actually incurred by Town Square Media of Buffalo in connection with the Event. Town Square Media shall not be liable for any loss or damage to Exhibitor which may be caused by or associated with any postponement or cancellation of the Event.
10. **DEMONSTRATIONS** - No demonstrations or solicitations shall be permitted outside of Exhibitor's Booth, and no signs or placards may be displayed on persons or otherwise outside exhibit spaces without the written consent of Town Square Media of Buffalo.
11. **SECURITY/INSURANCE** - Town Square Media of Buffalo, the Venue or any officer, employee or staff member thereof assumes no responsibility for the safety of the property or Exhibitor, his agents, or employees, from theft, damage by fire, accident, or any the cause. Exhibitor is required to obtain and maintain at its sole expense, and represents and warrants to Town Square Media of Buffalo that it has, insurance and/or policy riders to cover all Booth contents and activities in amounts and from companies acceptable to Infinity in its sole discretion, including but not limited to commercial general liability insurance, automobile liability insurance and worker's compensation insurance with statutory limits, including employer's liability. Exhibitor shall upon request provide Regent Town Square Media of Buffalo with a copy of the certificate of insurance for each such policy described above.
12. **COMPLIANCE** - Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized Local, State and federal governing bodies concerning rules and regulations and the display rules and regulations issued by Town Square Media of Buffalo and/or Venue.
13. **UNIONS** - Exhibitor will abide by and comply with rules and regulations concerning local unions having agreements with Venue or with authorized contractors employed by Town Square Media of Buffalo.