



Churubusco Turtle Days Association, Inc.
Post Office Box 187
Churubusco, IN 46723
www.turtledays.com

Churubusco Turtle Days Association, Inc. **2018 Festival**

Professional Merchant Contract

THIS CONTRACT made and entered into this day _____, 2018 by and between CHURUBUSCO TURTLE DAYS ASSOCIATION, INC. (Hereinafter referred to as "TURTLE DAYS"), and

(Hereinafter referred to as "MERCHANT")

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

June 13-16, 2018 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 **6:00 p.m. June 13, 2018**. 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 TURTLE DAYS.

1. TURTLE DAYS reserves the right to close any exhibit leased herein, without liability, should MERCHANT, his exhibit, or employees be deemed by TURTLE DAYS 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 TURTLE DAYS. 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 TURTLE DAYS.

3. TURTLE DAYS will not permit any exhibit to be dismantled before festival closes on Saturday evening, **June 16, 2018**. 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 TURTLE DAYS, 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 TURTLE DAYS.

Merchant Signature _____

Address _____

Phone _____

E-mail _____

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