



THE QUEEN MARY GHOST FEST
September 17th, 18th, and 19th 2010
Long Beach, California

Fax application to: (562) 432-7674
ATTN: Eleni Manukailea

Send payment to: The Queen Mary, 1126 Queens Hwy, Long Beach, CA 90802
ATTN: Special Events Department

CLAIRVOYANT APPLICATION FORM

Name of vendor's business: _____

Representative's name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Type of merchandise to be offered: _____

[Vendors are required to comply with Facility's rules regarding limitations on merchandise as described in the Facility's License Agreement.]

Size table requested:

(\$40) ____ (cocktail table and 2 chairs)

Rental fee of \$ _____ is enclosed.

Note: Mailed Application and fees must be received by September 3rd 2010.

____ The requirements of the Vendor License Agreement has been
complied. Certificate of Insurance is attached to this Application.

____ Vendor License Agreement is signed and attached to this Application.

____ Business License Vendor Application form mailed, and fees sent to the City of Long Beach. <http://www.longbeach.gov/civica/filebank/blobdload.asp?BlobID=20771>

VENDOR LICENSE AGREEMENT

1. On September 17 – 19, 2010 permission is hereby granted to

_____ (Hereinafter **Vendor**) to use and occupy a booth in the Queen Mary Story (hereinafter **Facility**) for the following and for no other purpose:

Queen Mary Ghost Fest

2. Dates and time of event:

September 17th 2010, 6:00pm to 10:00pm
September 18th and 19th 2010, 10:00 a.m. to 6:00 p.m

3. Use of the rented space shall begin at 6:00 p.m. on September 17th 2010 for the purpose of the event and shall end at 6:00 p.m. on September 19th 2010.

Move-in period shall begin at **10:00am** on September 17th 2010 and move-out must be completed by **10:00pm** on September 19th 2010. Failure to comply with the move-out deadline means the Vendor's effects are abandoned and they shall be disposed of by STQ as it deems advisable. **(There will be no Access to the Exhibit Hall for Load-in \ Load-out between 12 a.m. – 8:00 a.m. on all days.)**

4. Fee: It is agreed that rental for booth space will be as described in Vendor application form; payable in advance and subject to cancellation fee provisions of paragraph 17. **Completed application forms and fees must be received by Friday September 3rd 2010.**

5. Indemnification: Vendor agrees to hold, indemnify, protect and save harmless Save The Queen, LLC (hereafter known as STQ), Beyond Investigation Magazine, Erika Frost, the City of Long Beach and their subsidiaries, affiliates and related companies as well as each of their officers, agents, employees, shareholders, servants, directors, lessees, representatives, successors and assigns, past or present, and each of them (hereinafter collectively referred to as "Indemnified Parties") from and against any and all, suits, actions proceedings, claims and demands, loss, liens, expense and liability, of any kind and nature, whatsoever, for injury to or death of persons or damage to property, including property owned by or under the care and custody of the Indemnified Parties, brought, made, filed against, imposed upon or sustained by the Indemnified Parties and arising from or attributable to or caused, directly or indirectly, through negligence or otherwise, from Vendor's performance or obligations under this agreement or for any of their officers, agents or employees, or by any person, or persons acting on behalf of Vendor and with Vendor's knowledge and consent, express or implied, except those claims and liabilities arising from the sole negligence of the Indemnified Parties.

6. Damages: Vendor shall be responsible for the payment of any and all damages and/or repairs to the building, furnishings, fixtures or equipment caused by Vendor or his employees or agents.

7. Release/Waiver: Vendor hereby agrees, to release the "Indemnified Parties" from damages, losses (including, but not limited to, loss of earnings, loss of profits, loss of business, loss of wages), costs, expenses and liabilities of every kind and nature, without limitation, including attorney's fees and claims of damages or injury to real or personal property (hereinafter collectively referred to as ("claims")) and further agrees to release the Releasees from any third party claims of any kind whatsoever, whether known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which the Vendor may now have or may hereinafter have against Releasees resulting from, or arising out of or in connection with, directly or indirectly their performance or obligations under this Agreement. The Vendor further acknowledges that the provisions of this paragraph containing the forgoing release have been accepted and agreed to on its part voluntarily, knowingly and/without coercion or duress.

8. Limitation of Liability: Vendor agrees to limit "Indemnified Parties" liability under this Agreement and with respect to any breach or with respect to any act or omission relating to any performance, whether or not such breach or act or omission is deemed to be a tort or breach, to the amount of this Vendor License Agreement fee. In no event shall "The Host Group" be liable for consequential, compensatory, incidental, exemplary, punitive or special damaged, lost profits or any other economic loss, of any type or nature, or for events or circumstances beyond "The Host Group"s control.

9. Vendor's equipment: All equipment brought in by the Vendor shall be inspected by "STQ". "STQ" will have final approval and authority for the use of said equipment. Any of the Vendor's equipment and property remaining on the premises of the Facility after the expiration of this agreement shall be deemed abandoned and disposed of by "STQ". Vendor assumes entire responsibility and agrees to protect, indemnify, defend and hold harmless "STQ" and its employees from and against all claims, losses, expenses including without limitation attorney fees, damage or fines arising out of or caused by the installation, removal, maintenance, occupancy or use of the Facility or any part thereof by Vendor, excluding such liability caused by the sole negligence of "STQ"

10. Sales of merchandise: It is the policy of "STQ" to permit the sale of novelties, including but not limited to, souvenir programs, records, T-shirts, buttons, etc. from designated areas only. Exact location of sales areas will be confirmed by the "STQ" Manager. "STQ" reserves the right to control and limit the type of merchandise sold. Food items are to be limited to packaged items only. No beverage sales of any kind will be allowed.

11. Insurance: It is hereby understood that the Vendor will provide "STQ" with certificates of insurance providing evidence of limits of liability covering any merchandise offered by Vendor. Certificates will accompany Application.

Vendor shall provide Worker's Compensation Insurance as required by law.

12. Donations: No collections of donations, whether for charity or otherwise, shall be made, attempted, or announced on the premises without prior written approval of "The Host Group".

13. Default: Should the Vendor default in the performance of any of the terms or conditions of this agreement, "STQ" may terminate this Agreement upon twenty-four (24) hours written notice. Said notice shall be made by either personal delivery, facsimile or by U.S. Mail postage prepaid. In the event of a default by Vendor, "STQ" shall be entitled to retain the fees paid by Vendor as damages. The parties agree that this is a reasonable estimate, under the circumstances existing on the date of execution of this Agreement, of what the damages would be, and shall not be considered a penalty.

14. Permits/Licenses/Taxes: Vendor agrees to obtain and pay for all necessary permits, licenses, and taxes on merchandise sold. **Los Angeles County Sales Tax is 9.75%**

15. "STQ" reserves the right to impose any additional rules or regulations, or to set up special rental and use arrangements whether or not expressly provided for herein, which may be necessary for the best interests of the "STQ" and such regulations shall be binding upon the Vendor. All Vendors will comply with the laws of the United States and the State of California and with all ordinances, rules and regulations of the "STQ". Violation by vendor will result in termination of this Agreement. This Agreement will be governed by the laws of the state of California.

16. Cancellation policy: Should Vendor cancel reservation of booth space less than three weeks prior to event, a fee will be assessed. Due to uncertainty and cost involved in obtaining replacement business, the cancellation fee will be 50% of the rental fee for the Event as stated in paragraph 4 of this agreement.

Dated: _____

By _____
Uwe Roggenthein
Save the Queen, LLC.

By: _____

Title: _____

Name of Company: _____