



EXHIBITOR AGREEMENT for Woodstock Rock Art and Poster Show (WRAPS)

This agreement is by and between WRAPS and (“Exhibitor”). It does not constitute a rental of space but constitutes only a revocable license to use table space on the terms and conditions in this agreement.

WRAPS agrees to allow Exhibitor to use table space at the poster show known as the Woodstock Rock Art and Poster Show (WRAPS) scheduled to take place on May 6 & 7, 2023 with set-up on May 5 at:
The Bearsville Center 277-297 Tinker St. Woodstock, NY.

In exchange for this space, Exhibitor has paid WRAPS the payment as set forth in the Application.

Use and Maintenance of Space / Rules and Regulations – Exhibitor agrees to use table space for the purpose of the exhibition and sale of merchandise, to keep such space open for exhibition and sale during the hours that the WRAPS is open. Exhibitor agrees to maintain the table space in a clean and attractive manner and to abide by all fire, health, safety and other laws and regulations applicable to the use of such space. Exhibitor further agrees to abide by the rules and regulations announced by WRAPS for the conduct and character of the show and exhibits within the show.

Warranties – As part of this Agreement, Exhibitor warrants and agrees as follows: (1) Exhibitor will not advertise or otherwise make any misrepresentation to anyone regarding the age, origin or authenticity of any item for sale; (2) Exhibitor will disclose any information known to exhibitor about the age, origin or authenticity of any item exhibited for sale upon reasonable request for such information; (3) Exhibitor is solely responsible for misrepresentations, whether negligently or intentionally made, regarding the age, origin or authenticity of any item exhibited for sale, and is fully responsible for obtaining all rights, permissions, licenses and clearances necessary for the use of any and all intellectual property, including copyrights and trademarks, in connection with any exhibited item created by exhibitor.

Termination – Exhibitor agrees that WRAPS has the sole right to terminate this Agreement at any time for any reason deemed appropriate by WRAPS. WRAPS shall further have the right to remove furnishings, equipment, merchandise, etc. of such exhibit from the premises immediately.

Table Assignment / Employees and Agents – Table assignments are at the sole discretion of WRAPS, and Exhibitor agrees to accept the table assigned.

Assumption of Risk / Indemnification – Exhibitor assumes the risk of any loss, damage or theft to its property or to any person on or about the booth space in its employ or at its authorization or invitation. WRAPS shall not be responsible for any such loss. Exhibitor agrees to indemnify and hold harmless WRAPS for any and all losses, injuries, lawsuits or other claims arising out of or connected with its use of the table space, any exhibit

at such space or any sale of merchandise at the Show. Should a claim be brought against WRAPS, Exhibitor agrees to defend WRAPS at Exhibitor's cost.

Assignments – Exhibitor agrees that it will not assign the Agreement, or any benefits or obligations of the Agreement without prior written consent of WRAPS. Any attempted assignment in violation of this provision shall be void.

No Partnership – Nothing contained in this Agreement shall constitute a partnership or joint venture between Exhibitor and WRAPS. Neither party shall be deemed an agent or employee of the other.

Arbitration of Disputes – Exhibitor agrees that should there be a dispute between Exhibitor and WRAPS arising out of this Agreement or a claim made arising out of the Exhibitor's use of their table space for the purposes of the exhibition and sale of merchandise as set forth in this Agreement, it will be decided by neutral, binding arbitration and not by Court action, except as provided by New York law for Judicial Review of Arbitration proceedings. This arbitration shall be conducted in accordance with the New York State Rules of Court in a manner authorized by the New York State Code of Civil Procedure, Civil Code and the Rules of Court governing arbitration. The losing party shall pay all costs and fees of the arbitration including the cost and fees of the opposing parties.

Miscellaneous – This agreement shall be binding upon and shall insure to the benefit of the heirs, personal representatives and successors in interest of the parties hereto. Headings are for convenience only and not for use in interpretation of the Agreement. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity of any remaining provisions. No waiver by WRAPS of any default of any of the terms and conditions of this Agreement shall be construed or operate as a waiver of any subsequent default of any of the terms and conditions. This is the entire agreement between Exhibitor and WRAPS relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

I have read and agreed to the above terms and conditions.

Your signature was implied with your payment