



March 31, 2012

Festival of Arts, Laguna Beach

VENDOR APPLICATION

Company _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

E-Mail _____ Website _____

Name of Main Contact _____

Sign us up for Exhibit Space for the 3rd Annual Festival of Goddesses on March 31, 2012

	#	Cost	Subtotal
One 8' long table exhibitor space - 2 chairs		\$250	
Food Vendors: \$150 + 20% sales		\$150	
Art Exhibitors no fee - 30% of sales + donation to silent auction			

Total Due: _____

Company hereby agrees to purchase tabletop space as noted above from the **3rd ANNUAL FESTIVAL OF GODDESSES**, under the terms and conditions of this Agreement.

Event Management

Exhibitor

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Mail Payment to:

Yamini Redewill, 274 Grandview St. #A, Laguna Beach, CA 92651

with a check made payable to Jewel Box Productions or fill out credit card info pg3.

Direct inquiries: Tel: 949-494-0294, Fax: 949-705-6400

Yamini7@msn.com

www.festivalofgoddesses.com

(See attached Terms and Conditions)

Festival of Goddesses

Celebrating the Extraordinary in All Women!

3rd ANNUAL FESTIVAL OF GODDESSES

March 31, 2012

Festival of Arts, Laguna Beach

Exhibits include:

- 8' table exhibitor space with 2 chairs and electricity
- Two complimentary General Admission passes per 8' exhibitor space
- (10) - \$10 General admission tickets available for \$75 to sell to clients and friends
- Listing in Program and on website with a link.
- Advertising available in program at a discounted rate.

(See attached Terms and Conditions)

Mail Payment to:

Yamini Redewill, 274 Grandview St. #A, Laguna Beach, CA 92651

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3rd ANNUAL FESTIVAL OF GODDESSES

TERMS AND CONDITIONS

1.) AGREEMENT TO ALL TERMS, CONDITIONS AND RULES.

Exhibitor/Sponsor ("Exhibitor") agrees to observe and abide by the Terms, Conditions and Rules set forth hereafter and by such additional Terms, Conditions and Rules made by 2nd Annual Festival of Goddesses management ("Management") on notice to Exhibitor from time to time for the efficient or safe operation of the Show.

PAYMENT SCHEDULE.

A deposit of 50% of the total exhibit space fee must accompany the agreement. Any Exhibitor who does not pay in a timely manner may lose its assigned space. Management has sole discretion to reassign the space to applicants on the waiting list with no refund to the original Exhibitor. In all cases, no Exhibitor shall be allowed to install its exhibit unless it is fully paid. Sponsors will be invoiced for all sponsorship fees upon receipt of contract. Full payment is due within 30 days of invoice or space will be forfeited.

CANCELLATION POLICY.

A 50% refund of the tabletop exhibit space fee will be given only if Exhibitor cancels prior to sixty (60) days from first day of the event in which tabletop space is contracted. No refunds will be given after this deadline.

2.) LIMITATION OF LIABILITY AND INDEMNITY.

Neither Management nor the hotel where the event is held ("Show Building") nor any of their officers, agents, employees or other representatives, including, but not limited to Jewel Box Productions, LLC., shall be held liable for, and they are hereby expressly released from, liability for any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees, or other representatives, resulting from theft, fire, water, accident or any other cause.

The Exhibitor shall indemnify, defend and protect Management and the Show Building against, and hold and save Management and the Show Building harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses of whatever kind or nature, which result from, arise out of or are connected with any acts, or failures to act, or negligence of Exhibitor, or any of its officers, agents, employees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of these Terms, Conditions and Rules, and claims of damage or loss to any third party resulting from (i) any infringement of a copyright or patent or the unauthorized use of a trademark or (ii) Exhibitor's non-compliance with the Americans with Disabilities Act and the provision of paragraph 16 hereof.

In no event shall Management or the Show Building be liable for any consequential, indirect or special damages, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the Exhibit Space, or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in term, or otherwise, and whether based on this Agreement, any transaction performed or undertaken under or in connection with the Agreement, or otherwise. Exhibitor agrees that the liability of Management for damages, regardless of the form of action, shall in any event be limited to the aggregate exhibit fees paid by Exhibitor under this Agreement.

3.) SHOW HOURS AND DATES.

Hours and dates for installing, showing and dismantling exhibits shall be those specified by Management. All exhibits must be open for business during all exhibit hours, and no dismantling or packing may be started before the official close of the Show. Specific open hours of the Exhibit Hall will be posted on the website and sent to all exhibitors. The Exhibit Hall will only be open during those listed hours. Management reserves the right to change show dates or location. Management will provide Exhibitor with proper notification in writing of any change in dates or location. Exhibitor reserve the right to cancel, without penalty, upon a reassignment of dates and location, without cause. Such cancellation must be made in writing by Exhibitor within 10 business days of notification of reassignment of dates or location.

4.) ASSIGNMENT OF EXHIBIT SPACE & EQUIPMENT.

Exhibit space will be assigned by Management on consultation with the Exhibitor. Management reserves the right to modify the floor plan to accommodate space sales or relocate Exhibitors to avoid conflict, as necessary, after consultation with the affected Exhibitors. In all instances, Management reserves the right to determine final placement of the Exhibitor. Management shall assign the Exhibit Space to Exhibitor for the period of the Show, provided the Show Building is made available to Management. Such assignment is made for the period of this Show only and does not imply that the same or similar space will be held or offered for future shows. Management reserves the right to terminate this

Agreement, close the exhibit and remove the Exhibitor's property if Management determines in its sole discretion that Exhibitor is not eligible to participate in the Show or that Exhibitor's product is not eligible to be displayed in the Show. Each standard tabletop space includes one 6' table and two chairs. The basic fee also includes: daily cleaning of aisles, general lighting, ventilation, and general perimeter security

5.) EXHIBITOR AND MANAGEMENT RESPONSIBILITIES; SHOW DIRECTORY.

Principal(s) and/or employee(s) of the Exhibitor must be present in the Exhibit Hall at all times during the open hours of the Show. Management shall not be responsible for errors or omissions in the Official Program.

6.) ASSIGNMENT.

An Exhibitor shall not assign to a third party its rights hereunder to the Exhibit Space or any portion thereof without the written consent of Management which consent Management may withhold in its sole discretion. If such consent is given, the Exhibitor shall assume full responsibility for the conduct of the assignee.

7.) SALE OR TRANSFER OF EXHIBITOR'S BUSINESS.

In the event of the sale or transfer of a substantial portion of the assets of an Exhibitor's business, or of the controlling stock interest in Exhibitor's business, or in the event of a substantial change in the management of the Exhibitor, Management may, at its option, terminate this Agreement.

8.) DISPLAYS AND DECORATIONS.

Merchandise, signs, decorations or display fixtures shall not be passed, taped, nailed or tacked to walls. No exhibit, merchandise, equipment, trunks, cases or packing materials shall be brought into or out of the Exhibit Space during exhibit hours. No signs, advertising devices or merchandise shall be displayed outside the Exhibit Space or project above or beyond the limits of the assigned Exhibit Space.

9.) UNION LABOR.

Exhibitor must comply with all union regulations applicable to set-up, display and dismantling of its exhibit, at the sole cost and expense of the Exhibitor.

10.) FIRE RULES.

Exhibitor shall not pack merchandise in paper, straw, excelsior or any other readily inflammable material. All cartons stored in the Show Building shall be emptied of contents. Exhibitor shall use no flammable decorations or covering for display fixtures, and all fabrics or other material used for decoration or covering shall be flameproof. If required by local laws or ordinances, Exhibitor shall have on hand in its Exhibit Space a notarized affidavit establishing that its display material has been treated during the past year by an approved chemical. All wiring devices and sockets shall be in good condition and meet the requirements of local law.

11.) OBSERVANCE OF LAWS.

Exhibitor shall abide by and observe all laws, rules, regulations and ordinances of any applicable governmental authority and all rules of the Show Building.

12.) EXHIBITOR CONDUCT.

Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of Management is required for the employment or use of any live model, demonstrator, solicitor or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space. Management, in its sole and absolute discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity forthwith. All promotional plans must be submitted to Management for approval in advance of the Show. Distribution of pamphlets, brochures or any advertising matter must be confined to the Exhibit Space. Exhibitor shall refrain from any action that will distract buyers from attendance at the Show during open hours.

The Exhibit Space shall not be used for entertaining. Exhibitor shall not lead buyers from one exhibit space to another or to elevators or escalators. Exhibitor shall not enter into another Exhibitor's space without invitation or when unattended. Neither Exhibitor nor any of its representatives shall conduct themselves in a manner offensive to standards of decency or good taste.

13.) PHOTOGRAPHS.

No photographs of exhibit spaces or merchandise shall be taken without the prior written consent of Management or the Exhibitor involved.

14.) WHOLESALE MARKET.

Exhibitor shall not violate the wholesale character of the Show by selling merchandise for delivery at the Exhibit Space or in the Show Building, except that bulk sales of sample lines may be made to dealers for delivery after the Show in accordance with applicable drayage procedures.

3rd ANNUAL FESTIVAL OF GODDESSES

15.) PLAYING OR REPRODUCTION OF MUSIC.

Exhibitor shall not provide or permit the playing or reproduction of music in any form or at any time unless (a) if the music is copyrighted, Exhibitor shall in advance obtain, and provide a copy to Management of, a written license to perform said music at the Show from the owner of the copyright of said music and (b) whether the music is believed to be copyrighted or not, Exhibitor shall obtain in advance from Management a written consent to the providing of such music by Exhibitor. Exhibitor specifically agrees that in the absence of full compliance with (a) and (b) above, no music whatsoever, in any form, will be provided or permitted by it, and in the event of any copyright infringement issue arising with respect to the use by Exhibitor of all of the provisions of Paragraph 2 hereof will be applicable. Management shall have the power to make any reasonable settlement, without the consent or approval of Exhibitor, to resolve any dispute, which may arise between Management and anyone claiming to enforce a copyright. This settlement shall nevertheless be binding on Exhibitor insofar as holding Management harmless and indemnifying Management is concerned. Exhibitor expressly agrees that Management may, at Exhibitors' expense, take any legal action, including summary action, appropriate to ensure compliance by Exhibitor with these provisions, including the obtaining of any injunction against Exhibitor.

16.) AMERICANS WITH DISABILITIES ACT.

Exhibitor warrants and represents that it is in full compliance with the Americans with Disabilities Act and all regulations hereunder and agrees that it shall be responsible for the readily achievable removal of barriers relating to its exhibit and the provision of auxiliary aids and services where necessary to ensure effective communication of Exhibitor's product or services to disabled attendees at the Show.

17.) CLOSING OF EXHIBIT.

If Exhibitor or one of its subsidiaries or affiliates is on strike, resulting in picketing or similar type of demonstration in or near the Show Building, Management reserves the right to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's property from the Exhibit Space. Management shall be entitled to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's property from the Exhibit Space at any time for failure by Exhibitor or its duly authorized assignee or any of its officers, agents, employees or other representatives to perform, meet or observe any Term, Condition or Rule set forth herein, and such Exhibitor shall not be entitled to a refund of any payments.

18.) FUTURE SHOWS.

In addition to Management's right to terminate this Agreement, close the exhibit and remove the Exhibitor's property as provided for in Paragraph 17 hereof, Management, in its sole judgment, may refuse to consider Exhibitor for participation in future shows with which Management is involved if Exhibitor violates or fails to abide by all Terms, Conditions and Rules set forth herein.

19.) INABILITY TO HOLD SHOW.

If, because of war, fire, strike, exhibit facility construction or renovation project, logistical problems, government regulation, public catastrophe, terrorist attack, act of God or the public enemy, or other cause beyond the control of Management, the Show or any part thereof is prevented from being held, is cancelled by Management or the Show Building or Exhibit Space or any part thereof becomes unavailable, Management shall have no liability to Exhibitor, except that Management, in its sole discretion, shall determine and refund to the Exhibitor its proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by Management and reasonable compensation to Management, but in no case shall the amount of the refund to Exhibitor exceed the amount of the exhibit fee paid.

20.) JURISDICTION.

Each of Management and Exhibitor hereby consents to the jurisdiction of the Superior Court of the State of California and the United States District Court for California for all purposes in connection with this Agreement and further consents that any process or notice of motion in connection therewith may be served by certified or registered mail or personal service, within or without the State of California, provided a reasonable time for appearance is allowed.

21.) GOVERNING LAW; AMMENDMENTS.

This Agreement, having been executed in the State of California, shall be governed by and construed and enforced in accordance with the laws of the State of California as if it is in an agreement made and to be performed entirely within such State. This Agreement may not be amended or modified except by a written communication by Management.

22.) SEVERABILITY; WAIVER.

If any part of this Agreement is found invalid, the remaining provisions shall remain unaffected and enforceable. Any Management decision, selection of any course of action, or exercise of any right or remedy is at its sole option and discretion and does not waive or prejudice Management as to any other choice. Management's failure at anytime to require Exhibitor's strict compliance with an any part of this Agreement shall not thereafter waive or reduce Management's right to require strict compliance with the same or any other provision of the Agreement.

23.) FACSIMILE.

A facsimile signature shall be deemed an original for all purposes so long as it also contains Management's original signature.