

Additional Terms & Conditions:

1. The Baltimore Office of Promotion & The Arts, Inc. (BOPA) acting on behalf of the Baltimore Festival of the Arts, Inc. (BFAI) reserves the right to determine and assign the Vendors onsite tent location. Our goal is to create a successful experience for all of our participants. However, due to the large-scale nature of the festival's logistics, BOPA will not honor Vendors requests to change or move its tent location at any time.
2. This application, when properly executed, shall constitute a valid and binding agreement between the Vendor and the Baltimore Office of Promotion & The Arts, Inc. (BOPA). BOPA reserves the right, in its sole and absolute discretion, to reject any application, or to limit participation in Artscape.
3. The terms, conditions and directions of the Vendor Guidelines, as amended from time to time by BOPA, shall be provided to Vendors no less than seven days prior to Artscape. The guidelines shall be considered a part of this agreement. Vendor is responsible for reviewing the Guidelines carefully and be familiar with its terms and conditions therein.
4. The Vendor contact listed on the application portion of this agreement shall be authorized to make all decisions regarding exhibiting at Artscape.
5. Vendor shall pay all sales or other taxes, fees and assessments required by any applicable federal, state or local law in connection with Vendor's participation in Artscape. Vendor shall hold BFAI and BOPA harmless for any taxes (including fees and penalties, if any) required to be paid in connection with the Vendor's activities under this contract. Vendor shall provide BOPA with all requested documentation to evidence Vendor's compliance with tax laws and rules.
6. Once Vendor is accepted, invoiced and paid for the festival; full or partial refunds will not be issued if the Vendor cancels their space for any reason.
7. Artscape takes place rain or shine, however in the case of dangerously inclement weather, Artscape reserves the right to close or suspend the event. The event will re-open when deemed to be safe by the Baltimore City Fire Department. Full or partial refunds will not be issued.
8. Under no circumstances shall BFAI or BOPA be liable for consequential, indirect, special or punitive damages of any kind in connection with its activities or omissions under this agreement regardless of whether such damages were foreseeable.
9. Failure by Vendor to adhere to any provision of this Agreement may result in cancellation of this agreement.
10. Vendor may not assign this agreement or trade, sell, share or otherwise transfer the advertising or exhibiting rights provided for in this agreement.
11. Waiver of any term of this agreement or failure of BOPA to terminate this agreement on account of any breach by Vendor shall not be deemed a waiver of BOPA's rights to subsequently enforce any term or to terminate this contract by reason of any subsequent breach by Vendor.

12. Vendor agrees that no representations of any kind have been made to Vendor by BOPA or by any of its agents and that no understanding has been made or agreement entered into other than as set forth herein.

13. Upon request, BOPA will provide insurance broker contact information for the event.

Liability and Insurance:

1. Vendor agrees to indemnify, defend and hold harmless the Baltimore Office of Promotion and The Arts, Inc.(BOPA), the Baltimore Festival of the Arts, Inc., the Mayor and City Council of Baltimore, its elected/appointed officials, employees, agents, and volunteers from any and all claims, demands, suits, and actions including attorney's fees and court costs, connected therewith, brought against the Baltimore Office of Promotion and The Arts, Inc., the Mayor and City Council of Baltimore, its elected/appointed officials, employees, agents, and volunteers arising as a result of any direct or indirect, willful, or negligent act of omission of the Vendor, its employees, agents, or volunteers, EXCEPT for activities caused by the sole negligent act or omission of BOPA, BFAI, the Mayor and City Council of Baltimore, its elected/appointed officials, employees, agents, and volunteers arising out of this contract/agreement.

2. BOPA, sponsors and the employees, representatives and agents of each shall not be liable for any claims, liabilities, costs and charges (including attorneys' fees and costs) for injury, loss or damage to property or persons (including death) arising out of Vendor's activities in connection with Artscape, or any breach of representation, warranty or covenant in this agreement.

3. The Vendor is an independent contractor under this contract and has no employee, partnership, co-venture, agent or other such relationship with Artscape/BFAI or BOPA.

4. The Vendor is solely responsible for securing appropriate insurance to cover his/her operations, including storage at an on-site location if provided by Artscape, in such amounts as he/she may deem necessary. Artscape has no responsibility for any damage or loss of property of the Vendor. Vendor is advised to carry insurance for their business. If you do not carry a business insurance policy, you are advised to consider one-day or multi-day event insurance from a qualified insurance company. Proof of insurance is required from the Vendor at check-in and should be available for inspection throughout Festival weekend.

5. The Vendor agrees to have as a minimum requirement Automobile Liability Insurance with a limit no less than \$100,000.00 combined single limit each accident for use of owned, hired and non-owned vehicles used on festival site. Proof of Automobile Liability Insurance is required from the Vendor at check-in and should be available for inspection throughout Festival weekend.

About This Agreement:

1. Should the Vendor fail to fulfill any of his/her obligations pursuant to this agreement, BOPA/BFAI may terminate this agreement upon notice to Vendor.

2. Each provision of this agreement shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of the agreement, which shall remain in full force and effect.

3. This agreement shall in all respects be construed in accordance with and governed by the laws of the State of Maryland and subject to the jurisdiction of its courts. Furthermore, the parties hereto agree that any suits or actions brought by either party against the other shall be in a court of competent jurisdiction in Baltimore City.

4. This agreement, together with any exhibits or attachments, contains the entire agreement between the parties and supersedes any other agreements or representations between them, whether oral or written. No provisions of this agreement may be amended, waived or modified except by a written agreement signed by both parties.

Submission of on-line application shall constitute agreement with all conditions in this prospectus.