

Wicked West Haunted GHOST TOWN At Bonnie Screams

VENDORS CONTRACT AND AGREEMENT

Business Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____ State: _____

Zip: _____ Phone: _____ Fax: _____ E-mail: _____

Describe all items you wish to sell / display: _____

Driver's License, I.D. Card, Social Security Number or EIN: _____

Booth Size Entry Fee Desired Location

Vendor Space: \$ 500.00

Insurance (\$1 million liability): MANDATORY

Current Health Permit (Food Vendor): MANDATORY

Refundable Cleaning Fee Deposit (Upon Check In) \$ 100.00 CASH ONLY

Total of all fees: \$600 Total amount Due: \$600

Electricity needed (check one): 110v _____ AMPS _____ 220v _____ AMPS _____

Note: Exhibitor must provide a 50-foot extension cord, a tent and overhead light per booth space. There will be an extra charge for any additional electrical requirements, which exceed the 1500 watt outlet requirement*. Cost is subject to change based on fuel cost..

Payment Deadline: September 30, 2010 / Note: Contracts must be paid in full by this date. Late payments are subject to a \$50.00 late fee payable in cash, money order or cashier's check. **Please make check payable to: Triathlon Pictures, LLC, 3230 East Flamingo Road, Suite 8-403 Las Vegas, Nevada 89121 (702) 203-3018. E-mail us at info@triathlonpictures.net**

RULES AND REGULATIONS

THIS AGREEMENT ("Agreement") is entered into as of the last date of execution by and between **Triathlon Pictures, LLC**. ("Promoter") and VENDOR ("Vendor") whose full name, DBA, and address are set forth on the Front page of this Agreement, for the temporary rental of exhibition space ("Booth") for the event known as **'WICKED WEST HAUNTED GHOST TOWN AT BONNIE SCREAMS'** ("Event"), located at the Bonnie Springs Old Nevada 1 Gunfighter Lane Blue Diamond, Nevada 89004. Such Event shall run October 8, 9, 15, 16, 19-31, 2010 from 6pm to 1am. Both the FRONT and BACK side of the Agreement constitutes the ENTIRE CONTRACT/AGREEMENT between Promoter and Vendor. This Agreement shall be construed according to the laws of the State of Nevada, and supersedes any prior written and/or oral agreements between the Promoter and Vendor. Promoter makes no representations or covenants other than those expressly contained herein. Any further authorizations must be expressly obtained from the Promoter in writing. Vendor shall in no way be considered an agent or employee of Promoter. Vendor's signature on the Front side of this Agreement constitutes acceptance of both sides of the Agreement. ***VENDOR'S INITIALS** _____

PERMITTED USE: The operation of an independent retail booth selling/displaying ONLY the products or providing ONLY the services as described on the Front side of this Agreement. Vendor SHALL HAVE AN EXCLUSIVE on this product or service. Vendor shall operate only under the BUSINESS NAME described on the Front side of this Agreement and exhibition is restricted to EMPLOYEES or REPRESENTATIVES of this named company. Vendor's product, booth set-up and display are subject at all times to PROMOTER'S APPROVAL and to all of the terms of this Agreement. ALL exhibits must be confined to within the allotted space/booth unless modified by the express written permission of Promoter. FAILURE TO COMPLY with any of Promoter's Rules and Regulations either contained herein or later provided to Vendor, either orally or in writing, shall be grounds for immediate TERMINATION of the Agreement with NO REFUND to Vendor. Vendor is responsible for safety and legality of its exhibit(s) and COMPLIES WITH ALL APPLICABLE LAWS & REGULATIONS & ASSUMES FULL RESPONSIBILITY IF ANY LAWS ARE BROKEN.

***VENDOR'S INITIALS** _____

Vendor Agreement (con't on next page)

Vendor Agreement (con't)

NON-PERMITTED ITEMS AND RESTRICTIONS: There shall absolutely be NO ALCOHOLIC BEVERAGES of any kind displayed, sold or consumed by Vendor or Vendor's employees within the Booth or on Event premises unless specifically contracted within this Agreement. If Vendor violates this provision and refuses to follow this Agreement Vendor's Booth will be closed and Promoter will charge Vendor \$100.00 per hour for Promoter's Security to tear down and remove the Booth. All obligations shall survive the expiration term of this Agreement. NO VENDOR shall display, sell, or wear any items bearing offensive words or graphics, nor display such in their behavior during Event hours. VENDOR MAY NOT sell or display any items which imply or promote violent or criminal acts or which incorporate materials derived from killing an endangered species. Promoter has the right to decline, prohibit or expel any Vendor or exhibit which in Promoter's sole judgment is out of keeping with the character of the Event, in such case this Agreement would be canceled and the offending Vendor would not be entitled to any refund. NO EXCEPTIONS. All Booths must be manned at all times during show hours. UNMANNED BOOTHS REFLECT NEGATIVELY on the Event. *VENDOR'S INITIALS _____

PAYMENT: FULL PAYMENT due upon signing. 50% deposit acceptable with express permission of Promoter. Balance must be paid IN FULL by September 30, 2010 to avoid the \$50.00 late fee. Acceptable methods include personal/business check, (subject to immediate cashing), money order, cashier's check or cash (delivered in person, not mailed). Returned checks are subject to a \$35.00 service charge with NO EXCEPTIONS.*VENDOR'S INITIALS _____

SET-UP & REMOVAL: Set-up begins on Friday, October 8, 2010 at 10 AM and must be completed by 5 PM on same day. NO SET-UP AFTER 6:00 PM. NO EXCEPTIONS. The Event begins at 6 PM October 8, 2010. One (1) hour prior to opening all Booths must be fully operational and all vehicles off the grounds. VENDOR FURTHER AGREES that dismantling will not begin until after closing on October 31, 2010 and will be completed by 10am on Monday, November 1, 2010. Vendor is required to give Promoter a \$100.00 (CASH ONLY) cleaning fee deposit at time of Check-In. Vendor shall surrender premises in broom-clean condition satisfactory to Promoter, otherwise the \$100.00 cleaning fee deposit will NOT be returned to Vendor by Promoter. ANY EQUIPMENT, PRODUCT OR PROPERTY LEFT IN A VENDOR'S BOOTH AFTER 10am on Monday, November 1, 2010 SHALL BE DEEMED ABANDONED AND SHALL BECOME THE PROPERTY OF PROMOTER. NO EXCEPTIONS. *VENDOR'S INITIALS _____

PERMITS & INSURANCE: The Vendor shall be required to have any and all local business licenses and present them to Promoter prior to set up. Vendor will be solely responsible for any and all sales tax and must submit to Promoter a copy of Vendor's sales tax I.D. number in advance. All Vendors MUST have a \$1,000,000.00 liability INSURANCE policy covering the duration of the Event from set-up to final cleanup. It is also recommended that Vendors carry Property Damage insurance for protection from fire, theft, food poisoning, loss, damage or accidental injury, inventory fixtures, etc. resulting from any cause whatsoever (Including Acts of God). Vendor is further expected to comply with Nevada State statutes regarding employer's liability and worker's compensation insurance where applicable. **Vendor must provide a certificate naming Triathlon Pictures, LLC, Bonnie Springs Old Nevada, and Wicked Haunts as ADDITIONAL INSURED.** FOOD SELLERS are required to hold a HEALTH PERMIT prior to seven (7) days in advance of the event from the Southern Nevada Health District located at 6330 W. Spring Mountain Rd. Suite A, Las Vegas, NV 89127. Phone 702-759-0503 & Fax 702-253-7318. Health Permits obtained less than seven days ahead of event will incur a late fee The Fire Department requires a portable fire extinguisher with a minimum rating of 40B in every food booth, as well as a fire retardant tent. All Booths are subject to inspection on opening day at 3:00 PM by Health and Fire officials so be ready. All Vendors are required to obtain the necessary insurance, licenses and extinguishers PRIOR TO OPENING. FAILURE TO COMPLY will PROHIBIT Vendor from opening and Vendor will NOT be entitled to any refund, offset or compensation whatsoever.*VENDOR'S INITIALS _____

LIABILITY: Vendor agrees to INDEMNIFY AND HOLD HARMLESS Promoter, any co-sponsors, co-promoters or any of Promoters representatives or employees for any personal injury or property damages, liabilities, losses, attorney's fees or costs resulting from any cause whatsoever, regardless of fault, including any claims resulting from unauthorized or criminal acts of any third party. Additionally, vendor agrees to pay any and all of **Triathlon Pictures, LLC** fees and costs as well as **Triathlon Pictures, LLC's** attorney fees and costs in the event of a dispute.*VENDOR'S INITIALS _____

SUBLETTING & ASSIGNMENT: VENDOR SHALL NOT assign, sublease, apportion, mortgage, pledge or in any way transfer in whole or in part this Agreement or any part of the Booth there under without the express written permission of Promoter. PROMOTER MAY assign this Agreement if Vendor does not show up by the end of the set-up time. *VENDOR'S INITIALS _____

PROMOTER RESERVES THE ABSOLUTE RIGHT TO MAKE ANY CHANGES necessary in Promoter's sole judgment for the benefit of the Event, including changes in size, location or duration of the Event. Promoter reserves the right to settle any dispute between Vendors, to interpret the terms of this Agreement, and to recover reasonable ATTORNEY'S FEES AND PROMOTER FEES in connection with any dispute arising under this Agreement. The waiver by Promoter of any breach of this Agreement or of any full or partial condition for performance hereunder shall not operate or be construed to be a waiver of any subsequent breach or condition.*VENDOR'S INITIALS _____

***If any term, covenant or condition of this agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.*VENDOR'S INITIALS _____

Vendor Agreement (con't on next page)

Vendor Agreement (con't)

***VENDOR APPLICANT ACKNOWLEDGES** having read and understood the terms and conditions of this Agreement as set forth on both the FRONT AND BACK SIDE of this document, and AGREES that if accepted as a Vendor at this Event, to abide by all terms, conditions and rules as set forth in this Agreement, as well as any new or additional rules which may be modified or later required by **Triathlon Pictures, LLC.**, or any of their designated representatives. This Agreement is NON-CANCELABLE, and deposits are NON-REFUNDABLE upon signing. Applicant is of the AGE OF MAJORITY and has the authority to execute this Agreement. Therefore, in consideration of mutual benefits and covenants hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree. Any and all monies deposited are non-refundable

Applicant's Signature/Print Date

Accepted by Triathlon Pictures, LLC. Date