

Contract for Consumer Fireworks Sales

(fill out and return to the Vending Chair if vending)

Indemnification for PGI Consumer Fireworks Sales

This contract for indemnification for sales of consumer fireworks at the Pyrotechnics Guild International, Incorporated annual Convention is made this ____ day of _____ / _____ (Mon/Year) by and between the Pyrotechnics Guild International, Incorporated (hereinafter referred to as "PGI") and _____ (hereinafter referred to as "Vendor"). These parties agree to the following:

Recitals

Whereas the PGI is a not for profit entity organized under the laws of the State of Illinois; and,
Whereas the PGI desires to provide, for its members, sales of consumer fireworks at its annual Convention and,
Whereas Vendor is an organization who maintains its offices at _____ (street), _____ (city), _____ (state), _____ (zip code); and,
Whereas Vendor desires to provide PGI members with sales of consumer fireworks during the Convention;
Whereas PGI desires to have Vendor provide PGI members with consumer fireworks sales during the Convention;
Whereas the PGI desires to be protected from any harm, damages, losses and annoyance caused by the acts or lack of action by the Vendor in relations to the consumer fireworks sales; and,
Whereas the Vendor accepts the responsibility for any harm, damage, losses, or annoyance caused by its acts or lack of action.

Terms and Conditions

Definitions

- Indemnification** Compensation for actual loss or damage or for trouble and annoyance.
- Consumer Fireworks** Fireworks classified as fireworks UN0336, and UN0337 by the U.S. Department of Transportation at 49 CFR 172.101 and meet the requirements of 16 C.F.R. parts 1500 and 1508, and regulations of the Consumer Product Safety Commission.
- Consumer Fireworks Sales** Wholesale or retail sales of consumer fireworks by the Vendor, his agents, employees, associates, assigns, or by any other person or individual acting under the direction of or on behalf of or for the benefit of the Vendor.
- Convention** The annual gathering of the members of the PGI whereat the business meetings, seminars, fireworks displays, voting for officers, and other activities of the Guild are conducted
- Vendor** The vendor and his agents, employees, associates, assigns, or by any other person or individual acting under the direction of or on behalf of or for the benefit of the Vendor.
- Venue** The location, place, locale, or site of the Convention.

The PGI and Vendor agree and contract that the following outlined duties and responsibilities shall be performed by the parties indicated:

Vendor Duties and Responsibilities

- 1) Obtain a certificate of insurance in the minimum amount of \$1,000,000.00 for the sales of consumer fireworks at the PGI Convention.
 - a) The PGI shall be listed as an additional insured and will be indemnified against any and all liability deriving from any and all acts by the Vendor, his agents, employees, associates, assigns, or by any other person or
 - b) The insurance certificate shall be obtained and furnished to the PGI Secretary-Treasurer and the PGI Convention business manager at least thirty days prior to the beginning of the Convention.
 - c) Failure of the Vendor to provide this proof of insurance as specified above will result in denial of permission to enter the consumer sales site, and other remedies and liquidated damages as specified in further clauses of this contract.
 - d) The requirement for insurance may be waived, at the sole discretion of the PGI.

- 2) All personnel of the Vendor present at the Convention venue and working on or assisting in any aspect of the consumer fireworks sales must have appropriate credentials as determined and issued by the PGI.
 - a) The credentials issued will classify the personnel as a PGI member, vendor, or other, as designated by the Board of Directors of the PGI and limitation of privileges and venue access specific to said credentials shall be at the sole determination of the PGI.
 - b) All personnel shall sign the general waiver personally indemnifying the PGI PRIOR to obtaining credentials.
 - c) All personnel shall wear/display PGI credentials at ALL times when at the PGI Convention venue.
 - d) PGI security shall, as possible, at the discretion and direction of the PGI Security Chairman, patrol the consumer fireworks sales area and evict any person not wearing/displaying PGI credentials.
 - e) Failure to comply with this section shall be cause for eviction from the Convention venue of the Vendor and/or his personnel.

- 3) The undersigned Vendor individually and if applicable, on behalf of the Corporation as an officer thereof, does hereby agree to hold harmless and indemnify the PGI, its officers, directors, and agents, from and against any and all claims resulting from actions or lack of action by the Vendor, his agents, employees, associates, assigns, or by any other person or individual acting under the direction of or on behalf of or for the benefit of the Vendor including but not limited to claims brought against the PGI by any personnel, assistants, public attendees, PGI members and any other parties involved in or attending the Convention, or those who may have claims resulting from said consumer fireworks sales. Further, the Vendor shall hold harmless and indemnify the PGI, etc. from any and all claims which might arise from vending at said Convention and use of the Vendor's product, including, but not limited to any claims or actions which may be advanced by the Consumer Product Safety Commission or other regulatory or law enforcement agency that claim such activity is not in compliance with local, state or federal law, statute or regulations. The undersigned further agrees to indemnify the PGI, its officers, directors, and agents from any loss, cost or expense which the PGI, its officers, directors, or agents, may sustain by any such claims, including, but not limited to court costs and attorneys' fees.

- 4) Sales of any and all items, fireworks or other items, by the Vendor, later determined to be sales of fireworks or other items NOT properly classified as consumer fireworks shall not void any of the provisions of this contract nor absolve the Vendor of any damages owed or claims against Vendor specified elsewhere in this contract.
- 5) The Vendor acknowledges that the site of the PGI Convention consumer fireworks sales area is a shared, communal area and that other Vendors will be in the area at the same time. Vendor agrees not to complain about a flatulent neighbor, and will attempt to resolve any conflicts through communication, not confrontation.
- 6) This contract should be returned to the designated Class C Chair, and must be executed prior to the Convention and delivered to the PGI Secretary-Treasurer prior to set up of the vending area at the Convention. If any contract is missing prior to setup, vendor understands that the Security Chairman will collect contract from vendor, and shall then deliver the signed contract to the PGI Secretary-Treasurer who shall maintain custody of PGI records and documents. Failure to do so will void any and all obligations made by PGI to Vendor.
- 7) Vendor failure to comply with any of the stipulations of this contract and/or any failure of Vendor to comply and comport with any and all applicable PGI rules, policies, regulations; with all applicable local, state, and federal laws and regulations, excepting solely compliance with DOT transportation regulations (to be adjudicated separately by DOT if and when DOT conducts enforcement actions at the Convention) shall result in liquidated damages payable by Vendor to the PGI in the amount of \$5000.00, plus any and all other related costs incurred by the PGI in resolving matters related to failure of Vendor to adhere to the provisions of this contract, PGI rules and policies, local, state and federal law- except as exempted for DOT regulations, and shall include as well, but not be limited to, legal fees incurred by PGI. In the event PGI suffers additional losses due to the actions or failure to act or from any violation of all applicable PGI rules and policies and of any applicable local, state, and federal law by the Vendor, his agents, employees, associates, assigns, or by any other person or individual acting under the direction of or on behalf of or for the benefit of the Vendor, the amount of liquidated damages due PGI by Display Operator shall include all related legal costs plus the cost of any settlements necessitated by the event or display cancellation, including, but not limited to: refunds of ticket sales, lost ticket revenues, adjustments to other contracts entered into by PGI affected by said cancellation, plus a cancellation fee of \$5000.00, plus reparations to PGI members should the event be cancelled as a result of action or lack of action by Vendor.
- 8) Vendor explicitly understands that all vending must be in an approved PGI vending area; only to adult PGI members; compliant with all existing laws; and subject to final approval by the chairpersons of safety, fire- medical and the Board of Directors.

PGI Duties and Responsibilities

In consideration of the fully adhered to and completed above stated conditions, the PGI agrees to allow the Vendor to sell consumer fireworks at the Convention, contingent upon payment of appropriate fees, adherence to applicable PGI rules and policies.

Miscellaneous

- 1) The parties agree that any litigation arising from this contract shall be brought in a court of competent jurisdiction within the State of Indiana and that the laws of the State of Indiana shall control any and all claims, disputes, litigation, and interpretation related to this contract.
- 2) Any amendments, changes, or modifications to the terms specified by this contract shall be reduced to writing and signed by the parties before said changes are binding upon the parties. If any clause or part of this agreement is determined to be invalid or unenforceable, the remainder of the contract will remain intact and enforceable.

For the PGI		
Last Name	First Name	Title
Signature		Date

For the Vendor		
Last Name	First Name	Title
Signature		Date

Sign two copies, one for your records, one for PGI

Class C Vendor Registration

(Use this form if space requested via email on or before July 10, 2018)

Attn: Class C Vending
Name: AJ Burns **Email:** aj@greatgrizzly.com
Address: 5300 Frontage Rd **Phone:** 513-720-6489
 Forest Park, GA 30297

Company Information

Name		
Address		
City	State	Zip Postal Code
E-Mail 1	E-Mail 2	
Phone	Fax	
Phone Other	Phone Emergency	

Personnel

All vendors and assistants (6 max) will be issued Vendor Badges. During setup, only vendors and assistants with badges will be allowed in the vending area.

Person(s) in Charge

Hotel/Motel		Room
Last Name	First Name	Cell
Last Name	First Name	Cell
Last Name	First Name	Cell

Assistants

Name 1	Name 2
Name 3	Name 4
Name 5	Name 6

Vending Information

Closing Time? Early Late Unknown Either Preferred location? Wall Center aisle Other _____

Distance to Vendors? None 10 ft space (\$25 surcharge)

Number of 10' x 15' spaces needed _____ x \$100.00 = _____

Distance to other Vendors (*surcharge for 1 - 2 spaces*) _____ x \$25.00 = _____

Total No. of 8' tables _____ x \$15.00 = _____

Number of extra chairs (*2 included*) _____ x \$5.00 = _____

Number of name badges _____ x \$10.00 = _____

Special Parking for Cargo Vehicles:

(If no parking is available relatively close to the vending area, parking fees will be refunded.)

Semi-trailers 26' - 53' _____ x \$40.00 = _____

Straight Trucks _____ x \$30.00 = _____

Trailers < 20' _____ x \$25.00 = _____

Small Vans _____ x \$24.00 = _____

Class C Product Demonstration Slot (30 minutes) _____ x \$100.00 = _____

Vendor Registration Fee _____ \$50.00

Total check payable to "PGI, Inc." or "Pyrotechnics Guild International, Inc." _____

Cleaning Deposit (*separate check, returned after cleanup*) _____ \$75.00

I hereby apply to vend 1.4G Consumer Fireworks UN0336 at the Convention. I agree to abide by all rules for vendors and all other rules in effect for this Convention. I will immediately comply with requests from any Convention Chair. I understand that violation of these rules may result in suspension of vending privileges. I understand that all vendors shall pay for space in full before vending

Signature	Title	Date
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