

# YUMA SWAP MEET VENDOR AGREEMENT

THIS AGREEMENT is made between Southern Arizona Greyhound Racing, Inc. an Arizona Corporation ("Licensor") and Vendor ("Vendor") listed below.

**Space Ticket.** After execution of this Agreement by both Licensor and Vendor, Licensor may issue Vendor Space Ticket/s to Yuma Swap Meet ("YSM"). A Space Ticket is a receipt that evidences a revocable license from Licensor to Vendor to occupy a specific space at YSM on the dates and times specified on or by the Space Ticket. The rules for a Space Ticket shall be set, by Licensor and may be modified without notice to Vendor. Vendor agrees that Licensor has the unilateral right to modify, amend or revoke the license at any time for any reason without notice or liability. If the license is revoked, Vendor shall immediately stop selling any merchandise and shall vacate the premises as quickly as reasonably possible. Vendor authorizes YSM to dispose of any items, without any obligation or liability, left in a space after the expiration of the time specified in or by the Space Ticket.

**Rules and Regulations.** Vendor acknowledges receipt of the YSM Rules and Regulations. Vendor agrees to read and abide by the current Rules and Regulations and any subsequent modifications or amendments of the Rules and Regulations. Failure to comply with the Rules and Regulations is a material breach of this Agreement and may result in the immediate revocation of any Space Ticket/s in favor of Vendor.

**Indemnification and Hold Harmless Agreement.** Vendor agrees to conduct activities at YSM so as not to endanger any person or damage any property. Vendor shall forever protect, defend, indemnify and hold harmless the Licensor, its respective agents, officers, officials, employees, directors, shareholders, members, managers, owners and partners free and harmless from, and against, any and all losses, penalties, damages or liabilities of every kind and character arising out of, or relating to, any and all claims, obligations, actions, proceedings, liens or causes of action, including damages arising from personal injuries (including personal injuries resulting in death) and damages to tangible or intangible personal or real property, resulting from the activities surrounding YSM, Vendor's actions, and the actions and activities of those operating on behalf of or for Vendor. Without limiting the generality of this clause, any and all such claims or actions relating to personal injury, or of any other tangible or intangible personal or property right, whether arising under state or federal law or any actual or alleged violation by Vendor of same, shall be included in this Agreement.

**Release of Liability.** Vendor exercises any rights under this agreement at Vendor's own risk and knowingly and voluntarily assumes all risks attendant to such use, including without limitation, the risk of property damage and injury or death to Vendor, to any of Vendor's agents, servants, employees, or customers. Vendor releases Licensor, its officers, agents, employees, shareholders, owners and all persons or entities operating on Licensor's behalf from any and all liability Vendor may have or which may hereafter arise for injuries or damages of any kind arising out of this Agreement and/or Vendor's activities related to YSM.

**Compliance with Laws.** Vendor agrees to comply with all federal, state and local laws, rules, regulations and ordinances.

**No Counterfeit Works.** Vendor acknowledges that it is illegal to possess or sell any counterfeit items, including, but not limited to, any unauthorized copy of any record, CD, computer software, trademark, logo or other thing. Vendor will not possess or sell any counterfeit item at YSM. Possession or sale of a counterfeit item is a material breach of this Agreement and any Space Ticket, and may result in revoking of any license to Vendor and Vendor's immediate expulsion from YSM. If Vendor is notified that any item in Vendor's possession is or may be counterfeit, Vendor will immediately cease selling such item and will remove it from the premises.

**No Right to Assign.** Vendor may not assign, transfer or pledge this Agreement or any Space Ticket to any other party without the express prior written consent of Licensor. Any unauthorized assignment by Vendor whether voluntary or involuntary shall be voidable by Licensor.

**Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Any disputes or controversies relative to the Agreement must be filed in Yuma County. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted.

**Attorneys Fees.** In the event either party retains an attorney to enforce any term or provision of this Agreement, it is agreed the prevailing party in any such action shall be entitled to a reasonable additional sum as and for attorney's fees and costs.

Please Print:

Vendor Name:	
Address:	
City, State, Zip:	
Telephone:	

VENDOR SIGNATURE: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20.