

Merchant's Agreement Great Western War XI

The Society for Creative Anachronism, Inc., Kingdom of Caid, thereafter referred to as the S.C.A., will hold an event known as the Great Western War XI, hereafter referred to as the Event, on Tuesday, October 7 through 12:00 noon on Monday, October 13, 2008, at: Buena Vista Aquatic Recreation Area in Kern County, California. The S.C.A. gives the undersigned individual, hereafter referred to as the Merchant, the privilege, as an independent operator (not as an employee or representative of the S.C.A., the Event, Buena Vista Aquatic Recreation Area, or Kern County), to operate a sales booth at the event, during the above dates, in an area designated by the SCA or it's agents.

The Merchant, in signing, agrees to abide by the conditions set forth in this document, and by directives of the Event, and their agents. The signing Merchant **MUST** be in attendance and tending his/her booth throughout the Event, or the selling space will be forfeit. **No subletting of selling space is allowed. No exceptions.** A reseller's license is **MANDATORY** and a copy must be on file with the Merchant Steward **PRIOR** to check in on Site.

The S.C.A. and their agents will monitor all rules during the Event, notifying the Merchant of any infractions, and asking that violations be corrected.

I. The Merchant acknowledges being an independent operator, and that neither he/she, nor his/her agents or employees, shall have any authority to contract for or incur any liability or obligation on behalf of the S.C.A, the Event, Buena Vista Aquatic Recreation Area or Kern County, or any of their agents, and will indemnify the above entities against any and all claims that may be made against them due to activities of the Merchant. The Merchant shall be responsible for any costs, expenses, attorney's fees or judgments incurred by the entities mentioned above in this paragraph due to the Merchant's activities.

II. The Merchant agrees to comply with all park, civil, county, state and federal laws, rules and regulations concerning their activities and/or sales at the Event. If the Merchant fails to comply with said rules, or with any portion of this agreement, the Event may, upon notification, take immediate action which in their sole judgment may be necessary to protect the S.C.A., and the Event's interests, including but not limited to, the closing of said Merchants booth, removal of the Merchant's sales materials, removal of person(s) and halting the Merchant's activities on the Buena Vista Aquatic Recreation Area's premises, without refund of any fees or any other consideration to the Merchant.

III. The pre-registered Merchants' set-up will begin no earlier than: Noon, Monday, October 6, 2008. The Merchant will remove all, equipment, sales items, supplies, packing materials and trash from their booth and premises, and leave it in a **clean** and **orderly** condition. by, **noon, Monday, October 13, 2008**

IV. The Merchant assumes full responsibility for maintenance of their booth area and the area around it, keeping it clean and supplying all necessary materials for operation. Each merchant is required to supply their booth with a **Valid Fire Extinguisher**.

V. The Merchant's theme of décor, sales items, booth and dress, and the dress of their assistants and other persons associated with their booths, must be consistent with the acceptable historical time period of the S.C.A. (roughly pre-1650 AD). The Merchant must add to "... an environment which evokes the atmosphere of the Middle Ages and Renaissance." **Violations of, or exceptions to, these requirements shall be determined at the discretion of the Event or its agents.**

Initial

Date

VI. The Event or its agents may inspect sales booths at any time. The Event reserves the right to demand removal of any sales deemed unsuitable, in their opinion, for sale at the Event. Use of, sale of, or display of any illegal materials of any kind will result in the immediate cancellation of this agreement, closure of the sales booth, and forfeiture of all fees paid for the Event. Furthermore, the above-mentioned violations may result in the removal of the sales items and/or person(s) involved by proper authorities.

VII. Everyone connected with the Merchant's booth are considered to be party to this agreement and must abide by the Merchant's Agreement and the rules and laws of the S.C.A. (as set forth in the Governing Documents and the Laws of the Kingdom of Caid), the Rules and Regulations of Kern County and Buena Vista Aquatic Recreation Area, and the Laws of the State of California. This includes all helpers, assistants, family and minors in the company of the undersigned Merchant.

VIII. By signing this form, the Merchant agrees that the officers and staff of the S.C.A., the Event, Kern County, Buena Vista Aquatic Recreation Area, and the State of California, and their agents are not responsible for injuries, loss or damage to person or property, and the Merchant agrees to abide by all decisions, rules and requests of the Event in regard to personal display and conduct at the Event.

I, the undersigned, hereby acknowledge that all parties connected with my Merchant Booth have carefully read and completely understand this Merchant's Agreement for the Great Western War XI, and agree to abide by all the rules described here-in.

Your Legal Name (Please Print)

Signature Date

Your Business Name (Please Print)

Your S.C.A. Name (Please Print)

Rev 4-20-08