

WARREN COUNTY AIRSHOW(2009) VENDOR CONTRACT

This Contract (hereinafter sometimes called "Contract" or "the Contract") is made on _____, between Warren County Virginia, located at 220 Commerce Avenue, Front Royal, Virginia 22630) (hereinafter sometimes called "County", or "the County") and _____

Located at _____ hereinafter sometimes called "Vendor", or "the Vendor"). (County and Vendor may herein sometimes be called "the parties").

The Vendor hereby rents from the County a twelve (12) foot by twelve(12) foot space at the Warren County Airport located at 229 Stokes Airport Road, Front Royal, Virginia for use by the Vendor in the sale or display of items produced or obtained by the Vendor. Said space shall be made available to the Vendor between 5PM and 8 PM on Friday September 11 2009 for setup, and shall be vacated by the Vendor by 8PM on Saturday September 12, 2009 except as described in the next paragraph. Vendor hereby agrees to pay to the county a rental price of \$50.00.

Activities at the space will be in conjunction with an aviation oriented event (entitled "Aviation Day") at the airport scheduled for Saturday September 12. However, if for any reason, event activities scheduled for Saturday September 12 are cancelled, Saturday's activities will occur on Sunday September 13, and the Vendor's right to use the space shall be extended thru Sunday September 13, 2009, in which case the space shall be vacated by 8PM on Sunday September 13. Should cancellation of both Saturday and Sunday activities occur Vendor's rental price will be refunded.

Vendor hereby acknowledges the reception of notification and warning that the event's activities are heavily dependent upon the weather, and that the county will incur no costs related to Vendor's participation in the event should cancellation occur. Vendor will be advised of any cancellation situation by 5PM on Friday September 11 or by 5 PM on Saturday September 12 depending upon what is going to be cancelled. The County does not know how many members of the public will attend the event, and makes no representations warrantees, or guarantees of public visitor participation.

Vendor also hereby acknowledges reception of notification that the County will not provide electrical power or running water.

The Vendor will be provided with a vendor area site layout. Vendor will be assigned a location of its space therefrom. Assignment of space will occur on a "first-come-first-served" basis, and will occur when all paperwork and payment of the purchase price has been completed to the satisfaction of the Airport manager.

The Vendor shall provide the Airport Manager before September 11, 2009 with copies of all licenses, and inspection reports required of the Vendor by Warren County and/or the Commonwealth of Virginia. It shall be the responsibility of the Vendor to determine what licenses and inspections are required. In addition, the Vendor shall provide proof of liability insurance and hereby agrees to hold-harmless the county and the airport..

The Vendor shall be responsible for its setup and takedown and shall maintain the space in a clean and orderly manner.

The Vendor shall have its space manned and operational during all hours of "Aviation Day" whether it occurs on Saturday or Sunday.

For Warren County _____ Date _____

For Vendor _____ Date _____