

2016 Last Minute Market @ the Galleria

Held at:

The Galleria at Erieview

1301 East 9<sup>th</sup> St., Ohio 44114

**EXHIBITOR TERMS & CONDITIONS**

1. **Last Minute Market** has contracted with Erieview Land Company LLC ("Owner") to organize the exhibitors to display & sell their works or hand out information at this show. All exhibitor correspondence, written or verbal, must pass through LMM in regards to this show. The Galleria employees will refer you back to LMM with any questions you may have.
2. A LMM representative will be present during set up.
3. In consideration of permission granted to the undersigned to participate in **The Last Minute Market** on the premises owned by **Erieview Land Company LLC** located at 1301 East Ninth St., Cleveland, OH 44114, and commonly known as the **Galleria at Erieview**, which permission is given as a courtesy to me (us) and for my (our) benefit only, I (we) agree for myself (ourselves) and for my (our) heirs, executors and administrators that I (we) will and do hereby release, hold harmless and forever discharge Erieview Land Company, LLC, Urban Retail Properties, LLC, RAIT Partnership, L.P., and each of their respective members, staff, employees, officers, directors, stockholders, representatives, agents, parents, subsidiaries, sureties, insurance companies, lenders, affiliates, partners, joint ventures, attorneys, predecessors, successors and/or assigns (each, a "Released Party" and collectively, the "Released Parties") from any and all claims, actions, causes of action, expenses (including, without limitation, attorneys' fees), damages, losses or liabilities whatsoever arising (now or hereafter) which I (we) now have or have because of bodily injury, death or damage to property which I (we) may have suffered while on the premises, whether the said injury, death, or damage may be due to the misconduct, act or negligence of the Released Parties or otherwise, arising from or in any way connected to the use or occupancy of the premises by the undersigned. It is understood that I (we) accept full responsibility for participating in **The Last Minute Market**. The **Performer/Exhibitors** shall and will indemnify and hold harmless each of the Released Parties, **Last Minute Market**., their staff, agents, representatives and volunteers, , and all merchants' leasing or owning space in the Galleria and Tower at Erieview, from and against any and all claims, demands, expenses, fee, fines, penalties, suits, proceedings, actions, causes of action, judgments, damages, losses, and liabilities of any and every kind and nature whatsoever (including, without limitation, attorneys' fees), whether known or unknown, whether arising under common law, in equity or under statute, which are in any manner related to, arising from or in any way connected with the Exhibitor's use or occupancy of the **Galleria at Erieview**.
4. The undersigned agrees that in no event shall any Released Party be liable to the undersigned for any damage to or loss of personal property located in the premises, or for injuries to the undersigned occurring in the premises. The undersigned acknowledges and voluntarily assumes full responsibility for, and full risk of, injury, death and/or property damage to itself and/or others related to the undersigned's use of the premises. The undersigned acknowledges and agrees that the undersigned has fully considered those risks, and understands that the use and/or occupancy of the premises does not constitute a warrant (either express or implied) by any of the Released Parties as to the condition of the premises.
5. Each Released Party is an intended third party beneficiary of this agreement and is entitled to enforce the terms hereof against the undersigned.

**Parking Fees**

1. Exhibitors setting up are responsible for any parking fees incurred. Parking fees are **\$3.00** per exhibiting day in the Galleria Parking Garage.
2. Exhibitors may unload their vehicles along St. Clair Ave. before the show start.

**Food**

1. Anyone selling candy, fudge, and baked goods must comply with Ohio Law.
2. If you wish to sell other food, you will be classified as a food vendor and must comply in all respects with Cuyahoga Health Department Codes. Contact LMM for more details.
3. The Food Court may be OPEN during the event.

**Advertising**

1. LMM will advertise on its website & through flyers & banners. Please post or forward Jpeg files to your clients lists or on your social media sites.

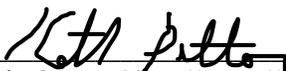
**Agreements**

1. Agreements will be accepted until the show is sold out.

It is mutually agreed that there shall be no change or modification of this contract except by written amendment signed by both parties hereunto, their successors and assigns.

\_\_\_\_\_  
Performer / Exhibitor / Producer

\_\_\_\_\_  
Date



12/17/16

Kathy Patton / Last Minute Market Director

\_\_\_\_\_  
Date