

REGENT BROADCASTING'S

WORLD'S LARGEST GARAGE SALE SELLER'S CONTRACT



Here's your chance to sell your "stuff" to thousands of shoppers...all in one place...all in one day! Indoors at Halenbeck Hall Fieldhouse on the campus of SCSU, May 1st, 2010 from 9-4. Early bird hour is from 9-10. Please read the entire contract, fill it out, and mail it or drop it off to us. Contact information is at the bottom.

With space for up to 200 garage sale vendors, this will be THE premier yard sale for all of central Minnesota this spring... promoted and supported by all six of our radio stations.



Indoor Venue Space Options:

- *Each space is 10 feet by 10 feet and includes one table. Cost is \$30.
- *You can rent up to 3 adjoining booths with a \$5 discount for each.
 - 2 booths is \$55
 - 3 booths is \$80
- *Additional tables are \$10 each, and must be ordered prior to the event.
- *No outdoor spaces will be available.
- *No electrical will be available.
- *Set-up must stay within rented space.

What Cannot Be Sold:

No firearms, tobacco, combustible, alcohol, knives, swords, or weapons of any kind. No fuel-based items are allowed, such as vehicles, lawn mowers, etc. Also no provocative or suggestive items, food and beverages allowed unless contracted to do so.

Setting Up & Tearing Down:

Doors open at 9am for Early Birds and General Public will be allowed in at 10am. Set up will be held Saturday May 1st beginning at 6am, and you should have your booth completed by 10am for General Public opening.

Tear-down will take place immediately after the event starting at 4pm. All materials must be out of the venue when you leave.

Sign Up Now! Only 200 spaces will be sold!

**Read the contract, fill out the information,
and return with your payment!**

- *No spaces will be reserved without sufficient payment.
- *Emailed contracts will not be accepted.
- *We will not be taking requests for corner spaces.
- *We accept cash, check, or money orders.
- *In the event there is space available, all reservations must be made by Friday, April 30th at 5pm. No spaces will be available on the day of the event.
- *Once you are signed up, there are no refunds.
- *Individuals can team up to rent a space, as long as the items remain in the space.
- *Once your payment is processed, we will send you a confirmation letter outlining all the final details.



SELLER'S APPLICATION

FULL NAME: _____

STREET ADDRESS: _____

CITY, STATE & ZIP: _____

HOME PHONE#: _____ CELL#: _____

EMAIL ADDRESS: _____

TYPE OF RESERVATION: Please put appropriate number & send form with payment!

Number of booths with 1 table _____ Extra Tables (\$10each) _____

Description of items to be sold: MUST BE FILLED OUT! (okay to generalize)

As a Participant of the World's Largest Yard Sale, I agree to comply with all event terms & conditions and that there will be no change in product/services as described above, without written permission from Regent Broadcasting.

Payment must be received with form, either in person at our main office or via mail.

Agreement is non-cancelable by applicant & no refund of payment will be made.

SIGNATURE _____ **DATE** ____/____/2010

FORM OF PAYMENT:

CASH/MONEY ORDER _____

CHECK# _____ (*Made payable to Regent Broadcasting*)

CREDIT CARD: (Visa, Mastercard, Discover only)

NAME AS APPEARS ON CARD _____

MasterCard _____ VISA _____ Discover _____

CHARGE# _____ EXP _____

3-Digit Security Code _____

SPACE \$ _____ + Extra Tables _____ = TOTAL \$ _____

SEND or DROP OFF Completed Form w/PAYMENT to:

World's Largest Yard Sale c/o Regent Broadcasting

640 Lincoln Ave SE

St. Cloud, MN 56304

Attn: Chris Chapman

Questions, Call Chris at 320-257-7244



BASIC TERMS AND CONDITIONS

CONTRACT - This application, properly executed by Exhibitor shall upon written acceptance and notification of Booth(s) assigned by Regent Broadcasting of St. Cloud constitute a valid and binding contract. Regent Broadcasting of St. Cloud has sole discretion to reject any applicant for any reason whatsoever.

SPACE ASSIGNMENTS - Regent Broadcasting shall use its best efforts to locate the Booth in an acceptable area and to provide physical separation from competitors. Notwithstanding the above, Regent Broadcasting reserves the right to change Booth location assignments at anytime, as it may in its sole discretion deem necessary.

TYPES OF EXHIBITS - Exhibits shall be limited to suppliers of goods and services pertinent to the scope and subjects of the Event. Interpretation to the meaning and intent of this restriction shall be the sole prerogative of Regent Broadcasting. A schedule for setup and removal of exhibits will be provided and must be adhered to by time and date outlined in such schedule. Sales of merchandise and/or food at the Event must have prior written approval by Regent Broadcasting. No storage or excessive/unsightly products can be stored in your Booth area. Exhibitor must request additional storage from Regent Broadcasting of Buffalo and understands that there may be an additional charge for such additional storage.

EXHIBIT SPACE RENTAL RATES - Rental includes table(s) & agreed upon exhibit space at Regent Broadcasting's World's Largest Garage Sale at Halenbeck Hall on Saturday, May 1st, 2010

EQUIPMENT - Booth equipment included with exhibit space rental and provided by Exhibitor or Venue shall be returned at the end of the Event, complete and in good condition, normal wear and tear excepted. Exhibitor shall have no right, title or interest in such equipment. If equipment is returned damaged, Exhibitor shall reimburse Regent Broadcasting and/or Venue for amount of damage promptly upon demand.

EXCLUSION - Regent Broadcasting shall have the right to exclude or to require modification of any Booth display or demonstration which, in its sole discretion, it considers unsuitable to or not in keeping with the character of the exposition. Regent Broadcasting shall have the right to prohibit the use of amplifying equipment or music which, in its sole discretion, it considers objectionable.

ASSIGNMENT AND SUBLEASE - Exhibitor shall not sublet the Booth or any equipment provided by Regent Broadcasting, nor shall Exhibitor assign this lease in whole or in part without prior written approval from Regent Broadcasting.

LIABILITY - This agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between Regent Broadcasting and Exhibitor. Exhibitor shall indemnify, defend, and hold harmless Regent Broadcasting, Venue, their parent corporations and affiliates and their respective officers, directors, employees and representatives, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, costs and expenses, including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses, arising out of or resulting from (a) any breach of any representation, warranty, covenant, obligation or other agreement contained in this Agreement; (b) out of any failure of Exhibitor to comply with any applicable laws, statutes, ordinances or regulations; (c) any act or omission or negligence of Exhibitor or its employees, agents, contractors or invitees; (d) any claim for personal injury or property damage or otherwise brought on behalf of any third party person, firm or corporation against Infinity and/or Venue as a result of or in connection with Exhibitor's Booth which claim does not result from the active negligence of Regent Broadcasting or Venue; (e) any announcements, advertisements or other commercial copy produced, provided or approved by Sponsor for broadcast on a station owned by Regent Broadcasting or its affiliates, including proceedings or litigation alleging infringement, unlawful use or violations of copyright; and/or (f) any defect, alleged or real, in any product of Sponsor's sold or provided as samples to third parties by Sponsor or by Regent Broadcasting as part of such party's responsibilities under this Agreement. The foregoing indemnities shall survive the termination of this Agreement.

CANCELLATION OR POSTPONEMENT OF EXPOSITION - In the event that the Event is postponed due to any occurrence not occasioned by the willful or negligent conduct of Regent Broadcasting or Exhibitor, whether such occurrence by an Act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy to this Agreement, then the performance of the parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in the cancellation of the Event, the obligations of the parties under this Agreement shall be automatically terminated and all payments made under this Agreement shall be refunded to Exhibitor, less a pro rata share of expense actually incurred by Regent Broadcasting in connection with the Event.

DEMONSTRATIONS - No demonstrations or solicitations shall be permitted outside of Exhibitor's Booth, and no signs or placards may be displayed on persons or otherwise outside exhibit spaces without the written consent of Regent Broadcasting.

SECURITY/INSURANCE - Regent Broadcasting, the Venue or any officer, employee or staff member thereof assumes no responsibility for the safety of the property or Exhibitor, his agents, or employees, from theft, damage by fire, accident, or any the cause. Exhibitor is required to obtain and maintain at its sole expense, and represents and warrants to Regent Broadcasting that is has, insurance and/or policy riders to cover all Booth contents and activities in amounts and from companies acceptable to Infinity in its sole discretion, including but not limited to commercial general liability insurance, automobile liability insurance and worker's compensation insurance with statutory limits, including employer's liability. Exhibitor shall upon request provide Regent Broadcasting with a copy of the certificate of insurance for each such policy described above.

COMPLIANCE - Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized Local, State and federal governing bodies concerning rules and regulations and the display rules and regulations issued by Regent Broadcasting and/or Venue.

UNIONS - Exhibitor will abide by and comply with rules and regulations concerning local unions having agreements with Venue or with authorized contractors employed by Regent Broadcasting of St. Cloud.