

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Concorso Italiano is an event owned by Concorso Italiano Inc.,
a Washington State Corporation.

Concorso Italiano in Monterey Bay, California • August 14, 2021

IN CONSIDERATION of being accepted to participate as a Vendor in the Concorso Italiano, hereby referred to as CI, (held at Monterey Bay, California or such other location as is selected by CI). the Vendor, for himself, his personal representatives, heirs, successors and assigns, as well as the Vendor's owners, officers, heirs and affiliates acknowledges, agrees and represents that:

1. THE VENDOR HEREBY accepts the risks inherent in the event and hereby agrees to release Concorso Italiano, Inc., its owners and affiliates, Other Event Vendors, the venue or such other location as is selected by CI, the venue City, and all Participating Clubs and any and all employees or contractors or their assigns from any loss, liability or damage caused to the Vendor or to the Vendor's personal property, including claims for negligence, which arise out of the participation in or travel to the event at the venue or such other location as is selected by CI.

2. THE VENDOR HEREBY agrees to save and hold harmless and indemnify CI, Inc., its owners and affiliates, Other Event Vendors, the venue or such other location as is selected by CI, the venue City (Indemnities), from all claims for loss, damage, cost, expense, fine or penalty, regardless of whether the same is also indemnified against by any other person, arising out of or in connection with the Vendor's participation in or travel to the event at the venue, regardless of any omission or negligence of any Indemnities.

3. THE VENDOR WARRANTS THAT Vendor's automotive liability and property insurance covers each vehicle that has been registered for the CI. The Vendor understands that the Vendor's vehicle insurance and liability insurance will be solely responsible for any property damage or liability claims that occur at the CI.

4. THE VENDOR AGREES that any property damage to the venue or such other location as is selected by CI as a result of negligent behavior or intentional misconduct by the Vendor will be the sole financial responsibility of the Vendor.

5. THE VENDOR further expressly agrees that the foregoing release, waiver, and indemnity agreement is to be as broad and inclusive as is permitted by the law of the State of Washington, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6. THE VENDOR HAS READ AND VOLUNTARILY SIGNED THE 'SIGNATURE PAGE' THAT ACCOMPANIES THIS RELEASE AND WAIVER, and further agrees that no oral representation, statement or inducement apart from the foregoing written

agreement has been made.

7. The parties agree that this agreement shall be interpreted in accordance with the laws of the State of Washington. Any dispute relating to or arising out of this agreement shall be submitted to binding arbitration with the American Arbitration Association, for hearing in Seattle, Washington. A one and one half percent (1.5%) per month late fee will be assessed on any late amounts.

8. In event of default or non-payment the entire total value of contract will be due and payable immediately.

9. If dispute arises over a matter related to Vendor's participation in CI and the matter is referred to a collection agency or attorney, the substantially prevailing party shall be entitled to recover its reasonable attorney fees and collection fees.

10. CI Reserves the right to refuse service to anyone.

VENDOR TERMS AND CONDITIONS

1. Unless you are an approved Concorso Italiano Vendor, absolutely no soliciting is allowed, including, but not limited to, distributing any material, brochures or offerings of any kind on the venues property without written permission from the organizers of Concorso Italiano Registered Concorso Italiano Vendors agree not to distribute any flyers or brochures outside their specific Vendor Space. Vendors also agree that the entire space of their display shall be limited to the dimensions inside the canopy provided. **Nothing of any kind is permitted outside the canopy.**

2. Items rented to Vendors are the responsibility of the Vendors. The replacement cost of any rental item not returned or missing will be automatically charged to the Vendors.

3. Use of the Concorso Italiano logo on any item sold is prohibited unless written authorization has been obtained. Absolutely no unauthorized clothing sales of any type and no subletting are allowed.

4. Concorso Italiano does not assume any responsibility for loss at the event. Please be sure your insurance is in full effect.

5. All Vendors must have a Permanent or Temporary California Seller's Permit (tax number) to vend at the Event. Failure to produce number will forbid vending at the Event.

6. Set-up: Vendors may check in and set up your canopy on Friday, August 13, 2021 between the hours of 9am-3pm. ALL VENDORS SET UP SHALL BE COMPLETED

BY 3:00PM ON Friday. NO vendor vehicles will be allowed on the Green or beyond parking areas on Saturday.

7. Vendors agree to abide by all rules and regulations as promulgated by Concorso Italiano from time to time. SUBLETTING or sharing of space is absolutely prohibited without prior written agreement. Any sublet will be charged full day of event vendor rate in addition to the vendor amount paid.

8. Vendor agrees that violation of this agreement may result in removal from the event without reimbursement, and with all security charges paid immediately by vendor.

REQUIRED EVENT INSURANCE

Our insurance company requires all of our Sponsors and Vendors to provide proof of insurance with named insured on the form.

Here is what is needed:

PROVIDE PROOF OF INSURANCE: All Vendors, Sponsors and Corporate Participants must provide Concorso Italiano, Inc. with a Certificate of Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence naming Concorso Italiano, Inc., the Black Horse Golf Course as additionally insured. Carrier must be rated A-VII or better by A.M. Best

Below is some additional information your insurance company will need for preparing your certificate:

Description of Operations/ Locations/ Vehicles/ Exclusions Added by Endorsement/
Special Provisions: Concorso Italiano, Inc., Officers, Employees, Agents & Volunteers and the Black Horse Golf Course Officers, Employees, Agents & Volunteers are named as additional insured as respects to their interest in all operations of the named insured.

Coverage is primary & non-contributory & waiver of subrogation applies.

"ADDITIONAL INSURED & WAIVER OF SUBROGATION FORMS REQUIRED"

Address:

CONCORSO ITALIANO, INC.

Attn: Insurance

PO Box 1058

Mercer Island, WA 98040

(425) 742-0632

Black Horse Golf Course
1 McClure Way
Seaside, CA 93955
(831) 899-7271

Please contact your insurance company, they are very familiar with this process and this is usually a clerical request easily handled.