

8<sup>th</sup> Annual  
08.28.10



Cleveland High School \* 600 N Gilbert, Cleveland OK  
Registration Begins at 6:30 am \* Race Begins at 8:00 am

## Booth Rental Agreement

THIS AGREEMENT is entered into between Cimarron Telephone and the CimTel Classic 5k Run, hereinafter referred to as "5k CimTel", and the undersigned vendor. 5k CimTel and the Vendor are mutually entering into a short term Agreement to promote, advertise, and/or sell products or services of the Vendor at 5k CimTel on August 28, 2010. In consideration of the mutual covenants contained herein, the undersigned representatives of the parties hereby agree to the following terms:

1. 5k CimTel agrees as follows:

- ▶ To provide booth space of at least 10 ft. by 8 ft. for Vendor to promote, advertise and/or sell products or services;
- ▶ To allow Vendor to distribute coupons or other promotional material or products;
- ▶ To make reasonable good faith efforts to promote the race in a manner that will be beneficial to marketing the vendor's product at the race.

2. Vendor agrees as follows:

- ▶ To promote, advertise and/or sell only products/services listed in application;
- ▶ No illegal activity may be conducted at 5k CimTel by the Vendor, nor may any illegal services or products be sold or given away by the Vendor. Vendor assumes all liability for any such activity;
- ▶ To clean up trash at the Vendor booth and dump trash into a provided receptacle;
- ▶ To provide their own signage or banners for the booth;
- ▶ To take all precautions necessary and shall be responsible for the safety of its employees, agents, subcontractors, inventory, products, and tools. All work shall be done at Vendor's risk. The Vendor shall defend, save, and hold harmless Cimarron Telephone and the 5k CimTel and their officers, agents, employees, volunteers and assigns and the Cleveland County School District and its officers, agents, employees, volunteers, and assigns from any claims, damages, losses, liability or expenses (including attorney's fees) of any person, including Vendor, which arise from the negligent performance of this Agreement, except those claims, damages, losses, liability or expenses which arise from the sole negligent acts or omissions of Cimarron Telephone, the 5k CimTel or their officers, agents, employees;
- ▶ To remain open with products displayed during all hours of operation of the 5k CimTel, booth must be set up by 6AM;
- ▶ To accept the 5k CimTel premises and booth space in an as-is condition. The 5k CimTel, in its discretion, may make adjustments to the premises or booth if a vendor makes a request;
- ▶ To provide their own change for sales and any miscellaneous equipment needed, e.g. scissors, staples, hand trucks, etc.;
- ▶ To, if selling food, obtain all necessary health department permits and have permits available for review at the festival.

Failure to comply with 5k CimTel rules shall be grounds for immediate termination of participation at this year's event and may result in permanent exclusion at future events.

**Mail entry forms to: CimTel 5k, PO box 266 Mannford, OK 74044**

I have received and read this application and agree to abide by the rules and regulations contained therein, and sell/serve only the products listed on my application except with prior written approval of the 5k CimTel Chairperson.

Please return this form with the vendor application. Signed copies will be returned to vendors by July 26, 2010.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT VENDOR CONTACT NAME: \_\_\_\_\_

PRINT VENDOR BUSINESS NAME: \_\_\_\_\_

APPROVED \_\_\_\_\_

5k CimTel Chairperson's Signature

Vendor Business Name: \_\_\_\_\_

