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## Massage Booth Contract—2009 24 Hours of Moab

This is an agreement between Granny Gear Productions, Inc. (GGP) and \_\_\_\_\_ for the purchase of massage booth space at The 24 Hours of Moab, October 10 & 11, 2009. Please complete the order form below, read the terms and conditions, sign and return this form with your payment to GGP.

GGP will provide covered, 10' x 10' outdoor booth space. Cost for each 10 x 10 booth space is \$150. Note: GGP may opt to accommodate all the Massage Therapists in one large, covered, space, in place of individual spaces. GGP will supply chairs for waiting racers and a table for supplies. Electrical sources are available at an additional cost. Please fill out the form below. A 20 AMP power supply may be purchased at \$100 per circuit.

I want to purchase \_\_\_\_\_ massage booth space(s) at The 2009 24 Hours of Moab \_\_\_\_\_ @ \$150 ea. = \$ \_\_\_\_\_  
I need \_\_\_\_\_ 20 AMP circuit(s) (\$100 for each circuit) Total cost of 20 Amp circuit(s) = \$ \_\_\_\_\_  
Total payment due = \$ \_\_\_\_\_

Full payment is required with your contract. Make checks payable to Granny Gear Productions, Inc. or provide credit card information below. (check one)  Visa  Master Card  Discover Card  Check enclosed

Name \_\_\_\_\_ Website \_\_\_\_\_

Social Security # or Federal Employer ID # \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_

Credit Card # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Name on card (print) \_\_\_\_\_ Signature \_\_\_\_\_

### 24 Hours of Moab Massage Booth Rules and Regulations

#### 1. Payment/Cancellation Policy:

Payment in full must accompany this contract. Make checks payable to Granny Gear Productions. All cancellation requests must be made in writing. Massage Therapists canceling before September 10, 2009 forfeit 50% of their booth space rental fee. After September 10, 2009, NO REFUNDS will be issued.

#### 2. Space Assignments:

Massage Booth rental fees must be received no later than October 1, 2009. Booth assignments will be made based on space requirements and consideration of the overall best interests of the event.

#### 3. Operation:

Massage Therapists will keep booth open and staffed at these times: 10 a.m. - 9 p.m. Saturday, and 9 a.m. - 2 p.m. Sunday. Massage Therapists may opt to open earlier and stay open later at their discretion. Set-up hours are from 8 a.m. till 9 a.m. Saturday and Sunday mornings. Vehicles must be out of the Expo area by 9 a.m. Saturday.

#### 4. Products and Exhibits:

No products bearing the names "24 Hours of Big Bear", "24 Hours of 9 Mile", or "24 Hours of Moab", or any other GGP trademark, name, logo, or reference to such may be sold or distributed without written permission from GGP. GGP reserves the right to restrict the sale or display of any items which it deems objectionable. This reservation includes any person, thing, conduct, printed matter, or item of a charter, which GGP considers objectionable for health or safety reasons, due to conflict with sponsor or other agreements, or for any reason GGP feels is not in the best interest of the event. Should such a restriction or removal be enforced, GGP shall not be held liable for refunding rental fees or funds for Massage Booth rental, except at its own discretion. The hanging of banners outside of your Massage Booth space is prohibited.

#### 5. Food/Beverage Products:

No food or beverage sales or sampling will be permitted at the event without obtaining prior written consent from GGP.

**6. Management & Dismantling:**

Should any rented Massage Therapist's space remain unoccupied on the opening day or should any space be forfeited due to failure to make payment by October 1, 2009, GGP reserves the right to rent said space to any other Massage Therapist or use said space in any other manner. However, this clause shall not be construed as affecting the obligation of Massage Therapist to pay the full amount specified in this invoice for space rental should GGP not resell the space. Massage Therapist shall be solely responsible, at his/her own expense, for installing and dismantling his/her own materials. Massage Therapist shall repair any damage caused by dismantling and return the space to the same condition as received.

**7. Fire, Safety, and Health Regulations:**

Massage Therapist agrees to comply with local, city, and state laws, ordinances, and regulations covering fire, safety, health, and other matters. All massage equipment and materials will be reasonably located within the booth. Massage Therapist shall take necessary fire precautions.

**8. State Sales Tax:**

Massage Therapist accepts full responsibility for complying with all applicable state sales tax laws, including obtaining sellers permits if necessary and reporting of sales and payment of sales tax, where applicable, to the local tax authority. All Massage Therapists must provide GGP with a Social Security Number or Federal Employer Identification Number, on the front of this contract, for tax-reporting purposes.

**9. Subletting of Space:**

Massage Therapist shall not assign, sublet, or apportion the whole or any part of the space assigned, or have representatives, equipment, or materials from other firms other than his/her own in the booth space without prior written authorization from GGP.

**10. Liability Exclusion:**

GGP will take reasonable precautions to safeguard Massage Therapist's property. However, GGP will not be liable for loss or damage to property from theft, fire, accident, or any other cause beyond its control. Massage Therapist agrees to indemnify, protect, defend, and save and hold harmless Granny Gear Productions, Inc., its officers, directors, and employees, and the Bureau of Land Management, its officers, directors, and employees, and the Trust Lands Administration, its officers, directors, and employees, from all claims, demands, damages, and liability of whatsoever kind resulting from the negligence or willful misconduct of Massage Therapist, its agents, employees, or invitees; or a breach of this contract by Massage Therapist, its agents, employees, or invitees. The Massage Therapist, on signing this agreement, expressly releases the aforementioned from all claims for loss, damage, or injury.

**11. Insurance:**

Massage Therapist shall carry and maintain during the period of any event in which he/she exhibits, including any move-in and move-out days, and at his/her sole cost and expense, personal injury and property damage coverage under a policy of general public liability insurance, with limits of at least \$100,000-\$500,000 for bodily injury, and \$50,000 for property damages, or combined single limit bodily injury and property damage policy with limits of \$500,000. Proof of said insurance, listing Granny Gear Productions, Inc. as an additionally insured, must be submitted to GGP no later than October 1, 2009. Failure to submit proof of insurance may result in eviction of Massage Therapist from event.

**12. Inability to Perform:**

If GGP should be prevented from holding the Expo area or if it cannot permit Massage Therapist to occupy his/her space due to circumstances beyond its control, including, but not limited to, strike, civil disobedience, and acts of God, GGP will refund Massage Therapist the amount of rental paid, minus a proportionate share of booth space expenses, and GGP shall have no further obligation of liability to Massage Therapist. If Massage Therapist made no rental payment, he/she nevertheless shall be obligated to pay their share of the booth space expenses.

**13. Shipments:**

All arrangements for shipments required by Massage Therapist for its booth shall be the sole responsibility of the Massage Therapist. GGP shall not be responsible for the delivery or receipt of any shipments, without prior agreement. If such an agreement is desired, GGP will charge Massage Therapist a rate of \$25/hour for labor in the handling of Massage Therapist's shipments. Absolutely no skids or pallets will be accepted.

**14. Rental Equipment Return:**

Failure to return rental equipment in its original condition will result in the following charges: chairs @ \$25 each, tables @ \$50 each, electrical equipment @ \$100 each.

**15. Rules and Regulations**

GGP shall have full power in the interpretation and enforcement of all rules contained herein. GGP reserves the right to set further rules and regulations, as it deems necessary, for the proper conduct of the Expo area.

Authorized Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Name and Title (please type or print) \_\_\_\_\_