

October 27, 2012

4th Annual



Hank Thompson

TREK & TREAT

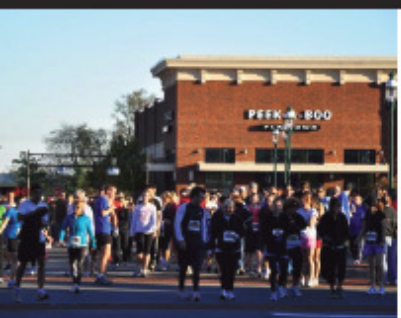


Proceeds will benefit

UNITING AGAINST LUNG CANCER

VENDOR PACKAGE

The 4th Annual Hank Thompson Trek and Treat
Hank Thompson Plaza
The Streets of Indian Lake
300 Indian Lake Boulevard
Hendersonville, Tennessee



Nick Thompson

(615) 519-4055

nct1@comcast.net

www.hankthompsonstrekandtreat.org

2012 Vendor Information for the *Hank Thompson Trek and Treat*

Join us for Hendersonville's original Halloween Run/Walk and Family Festival! Following the morning's 5K, 10K, 1-Mile Family Fun Run, and the "Goblin Gallop," the Family Festival will kick off at Thompson Plaza at the Streets of Indian Lake. Vendor booths will be set up surrounding the Plaza for families to enjoy and shop in addition to music, kids' activities, and other events.

Huge crowds are expected to come out and take part in Tennessee's only lung cancer benefit and to celebrate the life of Hank Thompson and other lung cancer patients. The *Hank Thompson Trek and Treat* was founded in memory of Hank Thompson, one of Sumner County's most loyal and dedicated public servants. In July 2008, just fourteen months after diagnosis, Hank lost his valiant battle against lung cancer. In conjunction with *Uniting Against Lung Cancer*, the *Trek and Treat* aims to fight lung cancer by funding research and increasing awareness of the world's leading cancer killer.

Don't miss your opportunity to promote your business at one of the Hendersonville's premier locations, the Streets of Indian Lake! We have a variety of vendor booth options to fit your needs. After you pay your booth fee, you can keep all monies made that day. As space is filling up quickly, contact me with any questions or to reserve a spot. We ask that you send in your application and agreement, along with your check as quickly as possible, since space is rented on a first-come, first served basis.

For more information, please contact Nick Thompson at nct1@comcast.net or (615) 519-4055, or visit our website at www.hankthompsontrekandtreat.org. Come join us!

2012 Vendor Fees and Deadlines

Booth Rental Fees:

10 x 10 Non-profit Booth	\$ 50
10 x 10 Retail Booth	\$ 100
10 x 20 Retail Booth	\$ 150

We have a variety of vendor booths to fit your needs. You can set up an “information only” type booth to promote your company, product line, or location. Additionally, you can sell food or retail items at your booth. Either way, once you pay your fee for the exhibit space, you will not be charged any more monies, even if you choose to sell products.

Cost of booth space includes rental fee only. All vendors are responsible for their own tents, tables, chairs, signs, equipment, etc. — basically, anything you need to make your booth work for you and your organization. Each vendor must sign the agreement, signifying their understanding of the terms of the booth rental and return it, along with the rental fee, to:

The Hank Thompson Trek and Treat
P.O. Box 216
Hendersonville, TN 37077

The Hank Thompson Trek and Treat 2012

Contract Conditions/Rules & Regulations

The following terms and conditions shall apply to this agreement and are binding upon the parties hereto:

1. Booth space assignments will be made on a first-come, first-served basis and only receipt of the required rental fee constitutes payment and is not refundable. Agreement and payments not received by **October 20th** can result in space cancellation.
2. Booth space is open for sale to food service/restaurant and retail vendors; artisans and craftsmen, and non-profit organizations. To qualify as a non-profit, groups must be a 501(c)(3) as defined by the IRS. The *Hank Thompson Trek and Treat* reserves the right to determine eligibility of vendor for inclusion in the Festival.
3. After paying the vendor fee, all vendors keep all proceeds earned at the *Hank Thompson Trek and Treat*. Cost of booth space includes **rental fee only**. Should any vendor require electricity, the vendor must provide a generator for their booth. Any other incidentals such as tents, chairs, tables, equipment, etc. are the sole responsibility of the vendor.
4. Vendors cannot give away for free or charge participants for any activities that are official *Trek and Treat* activities, such as the Kids' Zone activities, like face painting. Vendors cannot give away drinks for free. Vendors are not permitted to assign or sublet a booth or any part of the space allotted to them by the Application and Agreement without expressed written consent of the *Trek and Treat* Event Chair.
5. The Festival hours of the *Trek and Treat* are: October 27th, Saturday, 8:00 a.m. – 12:00 p.m. Booths may open at 7:00 a.m. prior to the start of the 5K Run/Walk. Vendor booths may be setup beginning at 6:00 a.m. on Saturday, October 27th. Vendor booths are to be kept intact until 12:00 p.m. All booths must be dismantled and items must be removed by 3:00 p.m. on October 27th.
6. The Event Chair reserves the right to decline a permit a vendor to conduct and maintain a booth if, in our sole judgment, said vendor, or proposed vendor, shall in any respect be deemed unsuitable. This reservation relates to persons, conduct, articles of merchandise, printed matter, souvenirs, catalogs, and any other thing, without limitation, which affects the character of the booth and, therefore, the *Trek and Treat*.
7. Vendor acknowledges that the *Hank Thompson Trek and Treat* is not responsible for the weather, acts of God, acts of negligence (even of its own negligence), or the acts of third parties that may interfere with your booth. No profits or sales are guaranteed, nor are visitors to your booth guaranteed. If it rains, we will all get wet, but no provisions or accommodations will be made by the *Trek and Treat* to its booth vendors.
8. Vendor agrees to protect, save and hold the *Hank Thompson Trek and Treat* and *Uniting Against Lung Cancer* and all members and officers thereof (hereinafter collectively called "Indemnitees") forever harmless for any damages or charges imposed for violation of any law or ordinance, whether occasioned by the negligence of the vendor or those holding under the vendor, and save, and hold harmless the Indemnitees against and from any and all losses, costs, damages, from or out of by reason of said vendor's occupancy and use of the premises, or any part thereof. It is recommended that vendors take individual precautionary measures such as securing easily transportable articles of value and their removal to a place of safekeeping before, during and after Festival hours or while the booth is not manned. You will secure any insurance necessary to protect your business and/or booth in the event that someone is injured at your booth, or in the event that your business fails to meet your expectations. In any case you will not hold the Indemnitees responsible for your booth in any way. It is further agreed that all material brought by the vendor is the responsibility of the vendor and Indemnitees hereby disclaim all responsibility for these articles. The parties hereto acknowledge that the foregoing disclaimer of liability has been negotiated between the parties and is reflected in the charges applicable to this Agreement.

____ Vendor's Initials

2012 Hank Thompson Trek and Treat Vendor Application & Agreement

Contact Name: _____

Business/Organization Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Vendor type: Non-Profit Retail Food Booth size: 10' x 10'
 10' x 20'

Amount enclosed: \$ _____

Booth Description: _____

This document is an agreement between _____ and the *Hank Thompson Trek and Treat*.

It is specifically noted that the terms and conditions listed on the attached pages are part of this Agreement and binding on all parties. Booth space assignments will be made on a first-come, first-served basis and only receipt of the required rental fee constitutes payment and is not refundable.

Make checks payable to *Uniting Against Lung Cancer with Hank Thompson Trek and Treat* written in the memo line. Send Vendor Agreement to Hank Thompson Trek and Treat, P.O. Box 216, Hendersonville, TN 37077. *Uniting Against Lung Cancer* is a 501(c)(3) charity and all contributions are tax deductible as provided by law.

I hereby authorize the reservation of booth rental space for our organization. I understand that payment is non-refundable, and agree that if I fail to arrive the day of the event according to the Agreement, no monies will be refunded.

Executed this _____ day of _____, 2012 by _____
(Print Name)

Signature: _____

Accepted by the *Hank Thompson Trek and Treat*: _____

NOTE: Please review and initial all terms and conditions of this agreement and confirm acceptance of this agreement on the additional page(s).