



The Scottish Games Association of Delaware

Matthew Vinson, Concessions Steward
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CONCESSION AGREEMENT

The Scottish Games Association of Delaware, Inc. (The Lessor) agrees to:

(Full legal name of the business entity, a corporation, sole proprietorship or partnership thereof)

(Name)

(Address)

The Lessee from 5:00PM May 20, 2015 to 7:00PM May 21, 2016 certain space (The Space), at the Colonial Highland Gathering (The Gathering) held on the grounds of the Fairhill Natural Resources Area owned by the Maryland Dept. of Natural Resources (the property owner) for the sole purpose of:

(Describe items to be sold)

And in accordance with the fees, terms and conditions specified in the lessor's letter of such fees, terms and conditions to the lessee and the covenants set forth therein. Receipt and sufficiency of appropriate fees to be acknowledged by the lesser upon return of the agreement, signed by the lessee. The Lessor will more fully define the space to the lessee on May 20, 2015 and May 21, 2016.

As condition of the agreement, the lessee hereby agrees. . .

1. To hold harmless and release the Lessor, the property owner, and their agents, representatives, employees, officials, directors and respective insurance carriers of any of the lessee's personnel working within the leased space or immediate surrounds suffer any personal injury (including death) or property damage.
2. To underwrite, either solely or in conjunction with lessee's insurance carrier any medical or other costs related to such injury or property damage. Insurance Name _____ Policy number _____.
3. Not to file a claim against any of those enumerated in (1) above for such injury or property damage.
4. The lessee must be responsible to collapse all boxes and clean up trash associated with their area and deposit the trash into the rollback behind the Para Mutual Building.
5. **FOR THE SAFETY OF THE PUBLIC, NO VENDOR(S) MAY SLEEP OVERNIGHT ON THE EVENT SITE** and vehicles must be removed from the vendor area **NO LATER THAN 8:00 AM** on the day of the gathering and must not be brought back into the vendor area prior to the **END** of the closing ceremonies.

The lessee understands that the hold harmless and release provisions applied only to the lessee's activities as a vendor with the space and immediate surrounds: when attending other activities during the Gathering, the lessee's personnel will be considered as members of the general public.

The lessee further agrees that photographs, slides, videotapes, motion pictures, audio recordings, etc. which may include the likeness of voices of the lessee's personnel made by or for the Lessor during the Gathering; may be used, along with the names of the lessee's personnel, by the Lessor or by others authorized by the Lessor without compensation to the lessee or to those personnel of the lessee involved.

IN WITNESS WHEREOF, we have here unto subscribed our hands.

_____ Date _____

_____ Date _____

Matthew Vinson, Concessions Steward

Signature

Print name and title