



India Association of Greenville (IAG)
(A 501(c)(3) non-profit organization founded in 1970)



IAG India Day 2019 Waiver of Liability

****IMPORTANT: PLEASE READ AND SIGN****

Once your application has been accepted, restaurants are required to submit a current copy of their business license, liability insurance and payment (if applicable).

I. The vendor understands and agrees that there is no entitlement to any certain location in the festival and agrees and grants IAG India Day 2019 or its agent the full discretion regarding location at IAG India Day 2019 event.

II. Upon signing below, the vendor agrees, understands and acknowledges that IAG cannot guarantee the turnout, the volume of sales, the weather conditions or the success of any particular vendor or the festival itself. Furthermore, vendor specifically agrees that it will hold harmless IAG for any and all damages or losses that may occur as a result of festival participation by the vendor. Specifically, vendor understands and appreciates that there are inherent risks involved in festival participation and agrees to accept the risk of loss occasioned by participation.

III. Vendor understands and agrees that space in IAG India Day 2019 is limited and submission of an application does not guarantee acceptance into IAG India Day 2019. Moreover, once IAG India Day 2019 receives an application and notifies Vendor of acceptance into IAG India Day 2019 festival, all fees become nonrefundable after July 15, 2019.

IV. If any provision of this agreement shall be held void, voidable, invalid, or inoperative no other provision of this agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this agreement shall remain in full force and effect as though such void, voidable, invalid, or inoperative provision had not been

V. In the event of a breach of this agreement by vendor, IAG shall be entitled to recover from vendor its attorneys' fees in connection therewith in addition to the costs of any action, suit, or proceeding to enforce the terms of this Agreement.

VI. Except as otherwise provided in this agreement, all rights and remedies herein or otherwise shall be cumulative and none of them shall be in limitation of any other right or remedy.

VII. This agreement shall be governed by the laws of the state of South Carolina.

VIII. Food vendors, especially restaurants must supply "IAG" with a certificate of general liability insurance listing 'IAG INDIA DAY' and 'IAG' as an additional insured for the dates of the event, August 24th, 2019. Any vendor not supplying this document will be excluded from the event. Coverage must be at least \$1,000,000 general aggregate and \$500,000 each occurrence.

IX. Vendors and/or exhibitors are solely responsible for their own and staff member's safety including and not limited to workers comp, medical or any other expenses. IAG's responsibility is limited to allocation of booth number only.

X. No direct cash transactions with the customers would be allowed for food vendors.

XI. Vendor should be responsible for any oil spillage or any debris at the stall allocated to them for India Day event. IAG would not be responsible in any way.



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IX. This agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this contract or of any of the terms or provision hereof shall be binding upon any of the parties hereto unless confirmed by a written instrument signed by authorized agents of the vendor and IAG. No waiver by either party of any term or provision of this contract or of any default hereunder shall affect the respective rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether similar or not.

It is agreed that all rules and regulations attached to this agreement are a part thereof and that no agreement other than those contained herein shall be binding upon the parties unless in writing and signed by an official of IAG.

By this agreement duly signed _____ (Vendor Business Name) agrees to abide by the conditions contained herein and officially confirms its participation in the IAG India Day 2019 event.

X

Name: _____

Date: _____