



BETHEL WOODS CENTER FOR THE ARTS

VENDOR LICENSE

This license (the “License”) sets forth the legally binding terms and conditions pursuant to which The Bethel Performing Arts Center, LLC, a New York limited liability company (the “Operator”) will allow you (the “Licensee”), to participate as a vendor at the Site in connection with Events (as defined below).

WHEREAS, Operator is a subsidiary of Bethel Woods Center for the Arts, Inc. (“BWCA”), a not-for-profit 501(c) (3) cultural organization that owns a parcel of land in Bethel, New York, which was the site of the historic 1969 Woodstock Music Festival (the “Site”);

WHEREAS, BWCA produces public performances including concerts and other cultural, educational, and community events at the Site and otherwise at or around the Site (the “Events”); and

WHEREAS, Licensee desires to participate in these Events by entering onto the Site in order to offer for sale and sell Licensee’s goods and/or services, subject to and in accordance with these Terms.

NOW, THEREFORE, for good and valuable consideration, including without limitation, the limited right and license to enter upon the Site and conduct the activities specified herein, the receipt and sufficiency of which are acknowledged, Licensee hereby agrees to the following:

1. Revocable License: Subject to the terms of this License, Operator hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, limited, revocable, non-transferable license to enter onto the Site in connection with Events, in such specific locations, and on such dates and at such times, as Operator shall designate, for the sole purpose of displaying, offering for sale and selling to Operator’s invitees those of Licensee’s goods and/or services as Licensee has set forth on Licensee’s application to become a vendor (the “Vendor Application”). The terms of this License shall apply to all Events in which Licensee participates. This License creates no tenancy, present interest, or any other estate in favor of Licensee. Operator may revoke this License and the rights under it at any time for any reason whatsoever, either in writing or verbally. If this License is revoked by Operator, Licensee agrees to raise no objection thereto and to fully and immediately comply with Operator’s instructions relating to revocation and the removal of Licensee’s personnel and property owned or controlled by Licensee.

2. Rules and Regulations: This License is further subject to the Vendor Rules and Regulations attached to Licensee’s Vendor Application, which Vendor Rules and Regulations may be amended by Operator from time to time.

3. Release of Operator and Indemnification: Licensee hereby releases, discharges and agrees that none of Bethel Woods Center for the Arts, Inc., The Bethel Performing Arts Center, LLC, The Museum at Bethel Woods, Star Path Farms Inc., ARKAY, LLC, the Town of Bethel, the County of Sullivan, the County of Sullivan Industrial

Development Agency, and Food and Beverage Service Provider nor any of their respective parents, affiliates, or subsidiaries, or any of their respective officers, directors, members, partners, trustees, employees, volunteers, agents, or representatives (collectively, the “Operator Parties”) shall have or incur any expense, cost, liability or loss whatsoever (including attorneys’ fees and disbursements) arising out of or in connection with Licensee’s entry onto and activities at the Site or participation in any Event including without limitation, personal injury to or death of any person employed or engaged by Licensee, or any property owned or controlled by Licensee or any person employed or engaged by Licensee including without limitation any crafts or products displayed, sold or offered for sale by Licensee or any person employed or engaged by Licensee. Licensee hereby agrees to be responsible for and to indemnify and hold harmless each of the Operator Parties from and against any and all claims, actions, demands, expenses, liabilities, losses, injury or death to persons, or damage to or loss of property (including attorneys’ fees and disbursements) arising out of or in connection with this License or Events and regardless of any actual or alleged negligence of any of the Operator Parties. The provisions of this paragraph shall survive expiration or termination of Licensee’s involvement with Events.

4. Permits & Licenses; Compliance with Law: Licensee, at its sole cost and expense, shall timely obtain and maintain all governmental approvals, permits, authorizations, and licenses necessary to permit it to lawfully participate and offer and sell its goods at Events in accordance with the requirements of law including, but not limited to, New York State Certificate of Authority or applicable state authorizations. All such approvals, permits, authorizations, and licenses shall be in effect when the Licensee enters the Site and shall extend beyond the conclusion of the Events and related cleanup periods. Proof that Licensee has obtained all such permits and authorizations shall be delivered to Operator prior to Licensee entering the Site, and Licensee shall not be permitted to enter the Site without providing such proof to Operator. Licensee shall be solely responsible for the timely collection and reporting and payment of all New York State sales taxes. None of the Operator Parties shall have any responsibility or liability for Licensee’s failure to comply with the provisions of this paragraph. Licensee shall prominently display its tax identification number, and required permits at its designated selling location at the Events at all times. In addition to the foregoing, Licensee agrees to fully and timely comply with all applicable laws, ordinances, rules and regulations relating to its work or participation at the Events.

5. Standard of Quality & Vendor Personnel: Licensee shall at all times keep and maintain a neat and clean appearance and be courteous to all persons, staff, volunteers and personnel participating in the Events, including other vendors and visitors. Licensee shall not interfere with the operations of Operator or of other vendors. Licensee agrees that at all times during the Events it shall keep the area designated to it by the Operator in safe, attractive, neat, and clean condition. All vehicles, packing containers, and similar materials are to be removed from the exhibit area upon completion of the set up and prior to the opening of the Events and otherwise safely deposited and secured.

6. Electric or Utility Needs: If electric or other utilities are needed, those needs must be requested in advance. Operator will try to accommodate these needs, but Operator shall have no obligation to do so.

7. Handling of Money, Etc.: Licensee is solely responsible for the handling and safety and security of money relating to the Events and Licensee shall arrange for and undertake for the protection thereof without any liability whatsoever as to the Operator Parties.

8. No Liability to Operator Parties: The Operator Parties shall have no liability whatsoever to Licensee, its staff, or otherwise if there shall be any damage or injury or loss due to fire, theft, accident or other cause. If Licensee damages any property on the Events site, Licensee shall be liable for the cost to repair or replacement as deemed necessary or appropriate by Operator.

9. Set-Up & Preparation: Licensee must complete set-up at least one half-hour prior to the scheduled opening

time of the Events. Operator shall designate the location of Licensee's vendor space for each Event. Licensee agrees to park any vehicles in designated lots determined at the sole discretion of the Operator. In the event Licensee arrives at the Site without enough time to set-up properly, as determined solely by Operator in good faith, Operator reserves the right to exclude Licensee from participating in the Events for that day without a refund of any fees paid by Licensee for such day.

10. Fees: Licensee agrees that all fees paid by Licensee to Operator in consideration of participation in Events are non-refundable under any and all circumstances.

11. No Assignment or Subletting: Licensee shall have no right to and it shall not assign or sublet this License or any rights or obligations hereunder, including any space designated to Licensee.

12. Insurance: Licensee shall carry and maintain (i) a policy of commercial general liability insurance including coverage for personal injury and death, completed operations, personal injury liability and product liability coverages, with limits of liability of at least One Million U.S. Dollars (\$1,000,000) per occurrence; (ii) worker's compensation and disability insurance in amounts required under the laws of the State of New York; and (iii) personal injury, liability and property damage automobile insurance with customary exclusions (not to exceed \$1,000 per claimant) with limits per accident of not less than One Million U.S. Dollars (\$1,000,000) for bodily injury and property damage. Bethel Woods Center for the Arts, Inc., The Bethel Performing Arts Center, LLC, The Museum at Bethel Woods, Star Path Farms Inc., ARKAY, LLC, the Town of Bethel, the County of Sullivan, the County of Sullivan Industrial Development Agency, and Food and Beverage Service Provider shall each be named as an additional insured on each such policy. Each such insurance policy shall provide that such policy shall not be cancelled, reduced, non-renewed, or otherwise modified without less than thirty (30) days prior written notice to Operator. Each such insurance policy shall be in effect when the Licensee enters the Site and shall extend beyond the conclusion of the Events and related cleanup periods. Certificates evidencing such insurance shall be delivered to Operator prior to Licensee entering the Site, and Licensee shall not be permitted to enter the Site without providing such certificates to Operator.

13. Termination of License, Etc.: Operator reserves all rights and remedies available to it under law and in equity, as well as the right by Operator to terminate the participation of Licensee for any failure to comply with this License or the Vendor Rules and Regulations.

14. Modification: Operator reserves the right to modify these terms of this Vendor License or the Vendor Rules and Regulations at any time at its sole discretion. Any such changes will take effect upon being posted on the online platform (ConventionForce/Vendor Portal).

15. Miscellaneous: This License shall be governed and construed in accordance with the laws of the State of New York, without regard to conflict of law principles. All actions arising under or related to this Agreement shall be adjudicated solely in the courts of the State of New York in Sullivan County, to whose jurisdiction the parties hereby consent. If any provision of this License is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall continue in full force and effect. The waiver of any breach of this License shall not constitute or operate as a waiver of any other breach of such provision, or of any other provision of this Vendor License, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions hereof. This License cannot be changed orally. This License shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. The substantially prevailing party in any arbitration, action or proceeding to enforce the provisions of this agreement shall be entitled to recover all costs and expenses, including reasonable attorney's fees, incurred thereby.