

WAIVER, RELEASE & INDEMNITY (HOLD HARMLESS) AGREEMENT

EVENT: FALL FESTIVAL TO BENEFIT ANIMALS

DATE OF EVENT: October 7, 2018 or October 14, 2018

In consideration for permission to participate in the above-described event on the aforesaid date, Releasor/Indemnitor does hereby agree to indemnify and hold harmless STARS its agents, servants, representatives and volunteers from any and all losses, claims, actions, costs and expenses (including but not limited to, court costs and attorney's fees), judgments, subrogations or other damages resulting from any injury to a person or persons or to property, arising out of the Releasor/Indemnitor's participation in event for which the Releasor/Indemnitor, in whole or in part, or anyone for whose acts Indemnitor may be liable, is liable.

To the extent the Releasor/Indemnitor is an entity operating as an "animal rescue", by executing this agreement it agrees that it will purchase general liability insurance in the amount of 50,000 per occurrence, \$100,000 aggregate, with a financially sound insurance company holding a rating of "A" or better by A.M. Best's Rating Service, as will provide protection against any and all claims, actions, costs and expenses (including but not limited to, court costs and attorney's fees), judgments, subrogations or other damages resulting from any injury to a person or persons or to property, arising out of the event, for which Indemnitor, in whole or in part, or anyone for whose acts Indemnitor may be liable, is liable. Indemnitor shall provide evidence satisfactory to STARS that it has purchased such insurance. Such insurance shall contain provide for at least thirty days prior written notice to STARS of intent to affect cancellation, non-renewal, or other material change which may have an adverse effect on such insurance policy. STARS must also be named as an additional insured on the policy.

The Releasor/Indemnitor, its heirs, executors, administrators, successors and assigns does also hereby exempt, release and forever discharge STARS, its board, its board members, its officers, directors, members, administrators, agents, servants, contractors, and assigns acting within the scope of their duties or otherwise and/or the Town of Stratford, its agents, representatives, administrators, directors, employees, contractors, servants and assigns (the "Released Parties"), acting within the scope of their duties or otherwise from and does also hereby waive, any and all claims, demands, complaints, expenses, lawsuits (including reasonable attorneys' fees), and liabilities of any nature whatsoever, whether anticipated or unanticipated, on account of any injury to it or its agents, representative or employees, for damages to their person or property that may occur from any cause whatsoever during or arising out of its participation in the above-referenced event, even if such injury is caused by NEGLIGENCE of the Released Parties or persons acting on the released parties' behalf.

This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties to it. By signing this document, the signatory represents that he or she has the authority to do so on behalf of the Releasor/Indemnitor and further represents that he or she will advise any agents or

representatives of the Releasor/Indemnitor who will be participating in the above-referenced event of the contents of this Waiver, Release and Indemnity Agreement

Vendor Rules

- Severe weather cancellation will be posted by 10am or earlier the Friday before the event on the Vendor Tab at www.starsfest.org.
- Please note that due to cancellation there will be no refunds but a credit will be applied for the severe weather reschedule date. There will not be a refund or credit for future events if you cannot attend the reschedule date.
- The festival is rain or shine. Only extreme and dangerous weather (ex. hurricane winds, hail, lighting, etc.) will cancel the festival. The severe weather reschedule date is Sunday, October 14, 2018. Sole Discretion is given to festival organizers.
- Vendor Registration is between 8:30am-10:00am in front of the gazebo.
- Vendors MUST be set-up by 10:30am. Saturday setup is not permitted.
- Vendors MUST not break-down until 5:00pm.
- Vendors must set-up within the assigned space.
- Vendors who have promised sponsor donations and still have not sent the item/s must bring them to the Vendor Registration Table by 10:30am on the day of the event.
- Vendors are to supply their own tables/chairs/tent.
- Food Vendors must bring and display their Health Department permits at their booths.
- Food Truck Vendors must check-in at 8:30am. Late arrivals may not be able to access their space and refunds will not be given.
- Vendors may pull cars up to the Green to unload & pack-up.
- All cars must be moved to a legal parking space on the road by 10:30am. There is NO parking on the Green. You will be towed if you park on the Green. Please find a space in the public parking area or on the street. We ask that you park as far away as possible as to encourage attendees to attend the Festival by keeping parking spaces open. Exemptions may apply to food trucks.
- There are no refunds after 9/01/18.
- Vendor spaces are not assigned until the day before the festival and you will receive the space number when you check in on Sunday. If you requested a specific space we will do our best to accommodate, but we provide no guarantees.
- We do not limit vendor kinds or types. If your parent company has policies regarding only one representative per event it is the vendor responsibility to check with their parent company regarding attendance. We will not be responsible for managing attendance kinds or types and refunds will not be given.
- There is no electricity available.
- There is no wifi or internet access.

Animal Rescue Group Guidelines

Dogs from out of state must have current Health Certificates from a licensed veterinarian.

All dogs **MUST** be friendly, leashed and vaccinated for rabies, distemper and parvovirus. Must have certificate(s) on hand.

No retractable leashes are allowed. Please use a 6' or shorter **NON** retractable leash.

Must pick up after dogs.

No more than one friendly adoptable dog per person.

Any other types of animals must be kept in a carrier or crate appropriate for the size of animal.

No on-site adoptions.

Vendors must stay within their allotted spaces. No setting up of dog pens etc. outside of your space.

All animals must be 3 months of age or older.

Rescue groups not abiding by the guidelines will be asked to leave. Rescues must have liability insurance 50K/100K

Information for Sponsors Donating Gift Certificates and Gift Cards

General:

A gift certificate is some form of record that has a value that a consumer can use at certain locations. Most commonly, the gift certificate takes the form of a gift card.

To understand your rights, you must first determine if Connecticut state law applies or Federal law applies.

There are two sets of law that may apply to gift certificates and gift cards. Gift certificates and gift cards that are sold in Connecticut and that are not issued by or backed by a Federal financial institution are covered under Connecticut state law. Gift certificates and gift cards that are sold in Connecticut and that are issued by or backed by a Federal financial institution are covered by Federal law.

To help determine if a financial institution is a Federal financial institution or not, please see the Connecticut Department of Banking's website

at: http://www.ct.gov/dob/cwp/view.asp?a=2228&q=296956&dobNAV_GID=1660

Gift certificates issued by Connecticut retailers will most likely be covered under the Connecticut state law. Gift cards issued by Connecticut retailers generally fall under Connecticut state law. However, bank- issued or backed cards, including some cards issued by malls, fall under Federal law.

Note also that gift certificates and gift cards that are sold online or on the phone that are shipped into Connecticut are subject to Connecticut state law unless they are issued by or backed by a Federal financial institution. Some companies that sell into Connecticut may opt not to ship cards into Connecticut so that they are not subject to the Connecticut law.

Fees and expiration dates:

If Connecticut state law applies gift certificates and gift cards may not have an expiration date or inactivity fee.

If Federal law applies gift cards purchased on or after August 22, 2010 may not have an expiration date within the first five years from issue and may not have initial fees during the first twelve months. Any money added to a card covered under Federal law may also not expire within five years from deposit. Note that under Federal law the five year period before which the balance expires may be extended with a replacement card. Fees, if any, must be disclosed and there are certain limits on fees, such as how often and when they can be deducted.

Other types of cards:

Neither the Federal nor Connecticut state gift certificate and gift card laws cover reloadable pre-paid cards. Reward cards are also not covered, but any expiration dates or fees must be clearly disclosed. Pre-paid calling cards are not covered.

S

Summary:

When Buying a Gift Card

- Make sure you know which type of card you are buying.
 - Buy only cards that clearly disclose information about the initial cost, monthly fees, and expiration date. *If a card does not disclose information about fees and expiration dates or is not clear on fees and expiration dates, consider purchasing a different card.*
 - If a card permissibly has an expiration date, remember that the expiration date of the card may be different from the expiration date of the money. When the card expires, the expiration date of the money may be extended with a replacement card or the money may be refunded. There may be a fee involved.

When Receiving a Gift Card

- Try to spend the entire balance as soon as possible.
 - o You will be more likely to use all of a card's value.
 - o You will reduce the chances of losing some or all of the value of the card if the issuer goes bankrupt or otherwise goes out of business.
 - o If the card can permissibly charge fees, you will reduce losing some or all of the value of the card to fees.
- Keep track of your balance
 - o Some gift card issuers provide information online about your card balance and some can inform you of the balance upon request.
 - When using a gift card ask up-front if the retailer accept split payments, which is a payment with a gift card and another form of payment, including another gift card.

For additional information please see the Connecticut State Treasurer's website at:
http://www.ott.ct.gov/about_giftcardlaw.html