



MARKETPLACE AT THE LA FORUM

Hello Marketplace Vendor Applicant. Here is some useful information in getting your application and contract together for your booth space at the MARKETPLACE at the LA FORUM. REMEMBER - MARKETPLACE is FREE to the public. Public Parking is \$3.00 per vehicle. Help spread the word!!!!

Event Dates: The inaugural date for MARKETPLACE at the LA FORUM is SATURDAY May 29th, 2010 of Memorial Day Weekend. The subsequent dates will be every 2nd Saturday of the month starting July 10th and continuing August 14th, September 11th, and October 9th.

Event Location: MARKETPLACE at the LA FORUM takes place in the parking lot of the world famous Los Angeles Forum located at 3900 W. Manchester Blvd. Inglewood, CA 90305 (Corner of Manchester and Prairie).

Event Hours: MARKETPLACE begins at 8am and ends at 6pm. MARKETPLACE will take place RAIN or SHINE.

Booth Size: Booth size is 24ft x 24ft. Booth space is SPACE only. Vendors must provide everything – Booth/Canopy, tables, chairs, etc. Event DOES NOT provide access to electricity. Booth space has room in the BACK of your booth location to park ONE regular size vehicle – car, truck or van. If you wish to drop a trailer, you'll need to unhitch and park your vehicle in vendor parking.

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Booth Fee and placement: Booth fee is \$75 per date you wish to vend. You can pay with cashiers check or money order payable to FORUM ENTERPRISES, INC Your booth location will be pre-assigned and chosen at random.

Insurance: All vendors must provide a Certificate of Insurance as outlined in POINT 4 of the attached contract. NO EXCEPTIONS!

Booth Presentation: All booths must be clean and neat in appearance. You must display all sale items on racks, shelves or tables. NO INVENTORY DISPLAY ON THE GROUND. If you have items that MUST be displayed on the ground – such as furniture, toys, vehicles or rugs (other items may apply), please advise in advance and you may be granted permission for ground display.

Booth Signage and Safety: All booth signage must be clean and neat in appearance. Signage must also be securely fastened/attached to your booth so it will not fall off during wind. Booths must also be weighted down with sandbags or some other type of weight to keep booths secure in case of wind.

Load In/Out: Load in will take place starting at 6am each day of MARKETPLACE. Vendors will load in through the KAREEM COURT Gate on the EAST side of the LA Forum. All vendors who arrive later than 7:30am for load in may lose/forfeit their space and booth payment. Load out will begin at the close of MARKETPLACE at 6pm.

Vendors are prohibited from leaving prior to 6pm.

To request further information or to ask questions, please send email to Mark Lord – marklord@funkyardmusic.com - or go to the MARKETPLACE web link - <http://funkyardmusic.com/ForumMarketplace.htm>

Thank you and we look forward to your participation in MARKETPLACE at the LA FORUM.

Mark Lord

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*Please fax this completed page to 323-960-1096 or return to marklord@funkyardmusic.com.
This application MUST BE COMPLETED in order to be considered.

Name: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ CELL _____

Fax: _____

Email: _____

Please provide a COMPLETE list of ALL items you wish to sell

**SMG / THE FORUM
USE LICENSE ORIGINAL AGREEMENT**

THIS USE LICENSE AGREEMENT (the “Agreement”) is dated the 9th day of April, 2010, by and between SMG, a Pennsylvania general partnership, with an address at 300 Four Falls Corporate Center, 300 Conshohocken State Road Suite 450, West Conshohocken, PA 19428 (“SMG”), and LICENSEE whose current address is TBD (the “Licensee”).

BACKGROUND

SMG is party to a certain management agreement (the “Management Agreement”) dated as of May 31, 2003, with FORUM ENTERPRISES, INC. (the “Owner”) whereby SMG has been retained to act as Owner’s managing agent in respect of a facility commonly known as THE FORUM (the “Facility”), located at 3900 W. Manchester Boulevard, Inglewood, CA 90305, which is owned by Owner. Licensee desires to use all or a portion of the Facility, as set forth below, for the purposes stated herein. Pursuant to the Management Agreement, SMG has the express authority to enter into agreements on Owner’s behalf relating to the use of the Facility. Accordingly, SMG, as agent for Owner, desires to grant to Licensee, and Licensee hereby accepts from SMG, a License to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements herein contained the parties hereto, intending to be legally bound, hereby agree as follows:

- 1) SMG hereby grants Licensee, upon the terms and conditions hereinafter expressed, a license:
 - a) To use the area(s) of the Facility described here: **THE FORUM PARKING LOT / NORTH SIDE**
Solely for the purpose of a **MARKETPLACE (RAIN OR SHINE)**
 - b) Effective on the following dates and times unless earlier terminated as set forth in the “Default, Termination and Other Remedies” Section of this License.

i) <u>Authorized Area</u>	<u>Day, Date</u>	<u>Time of Use</u>	<u>Purpose</u>
PARKING LOT	MAY 29, 2010	8AM – 6PM	MARKETPLACE

Event reserves the right to have vendor remove any item(s) event deems inappropriate for sale. In the event that Licensee cancels, the license fee will not be refunded. LICENSEE MUST BE SELF CONTAINED UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE IN WRITING, IN ADVANCE

- 2) License Fee. On the date of signing this Agreement, Licensee shall pay SMG a fixed license fee (the “License Fee”) of **\$75.00**. Payment of License Fee shall be paid in full by Monday, May 17, 2010.

Licensee Fee in the form of a cashier’s check or cash is due, along with the Certificate of Insurance and a copy of this Agreement **no later than Monday, May 17, 2010**.

- 3) Taxes. SMG shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to any event or any revenue received by, payments made to, Licensee in respect of any Event, except as otherwise provided by law. Licensee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charges, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by Licensee.

- 4) Insurance.
 - a) Licensee must provide, at its own expense, a certificate of insurance proving current and active coverage and deliver to SMG not less than seven (7) days prior to the Event and shall keep in force at all times during the duration of this Agreement:
 - i) A comprehensive general liability insurance policy in a form acceptable to SMG, including public liability and property damage, covering its activities hereunder, in an amount not less than one million dollars (\$1,000,000) for bodily injury and one million dollars (\$1,000,000) for property damage;
 - b) The following shall apply to the insurance policies described in clauses above:

- i) **The certificate holder is SMG / Forum Enterprises, Inc. at 3900 W. Manchester Blvd., Inglewood, CA 90305.**
 - ii) **IN ADDITION: SMG, Forum Enterprises, Inc., Faithful Central Bible Church, shall be named as additional insured thereunder.** If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to SMG at least seven (7) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.
 - iii) Comprehensive automotive bodily injury and property damage insurance in a form acceptable to SMG for business use covering all vehicles operated by Licensee, its officers, agents and employees in connection with its activities hereunder, whether owned by Licensee, SMG or otherwise, with a combined single limit of not less than one million dollars (\$1,000,000) (including an extension of hired and non-owned coverage); and
 - iv) The coverage provided under such policies shall be occurrence-based, not claims made.
- 5) Reservation of Rights. SMG will have the sole right to determine whether alcoholic beverages (beer, wine and assorted mixed drinks) will be sold during Event. Licensee shall not cause or permit beer, wine or liquors of any kind to be sold, given away or brought into the Facility or used upon the Facility.
- 6) Pyrotechnics.
- a) No Pyrotechnics of any kind will be allowed on property.
- 7) Use of the Facility.
- a) If Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times indicated, then Licensee must: (a) obtain SMG's prior written permission to do so; (b) reimburse SMG for its costs in connection therewith; and (c) pay an additional, reasonable license fee.
 - b) SMG shall deliver the Authorized Areas to Licensee in compliance with any agreed-upon set up requirements. Otherwise, Licensee accepts the Facility in its condition on the Event commencement date. The Licensee hereby acknowledges and agrees that any assessment of the financial success or performance, and/or other success, of the Event is solely that of the Licensee's own determination and judgment. SMG shall have the right to use or permit the use of any portion of the Facility not granted to Licensee under this Agreement to any person or entity regardless of the nature of the use of such other space.
 - c) In rendering said space to Licensee, SMG does not relinquish the right to control the management thereof, and to enforce all the necessary and proper rules for the management and operation of the same; and that SMG, their agents, their employees and the General Manager of said Facility may enter the same, and all of the Authorized Areas, at any time and on any occasion. SMG reserves the right, but not the responsibility, through its General Manager and its representatives to eject any objectionable person(s) from said Facility, and upon the exercise of this authority through the General Manager, agents or police, the Licensee hereby waives any right and all claims for damages against SMG. Unless otherwise specified in writing, SMG shall be privileged to schedule other similar events both before and after date(s) of the Event specified in this Agreement without notice to Licensee.
 - d) Licensee shall not use the Facility or permit the Facility to be used by any of its officers, agents, employees, guests or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on or near the Facility. If SMG, in consultation with local law enforcement, believes, in its sole discretion, that such acts are reasonably likely to occur, or that the event could pose imminent safety risks to patrons, or venue staff, SMG (through its general manager) may in its sole discretion take any legal means necessary prevent such occurrences, including immediate termination of this Agreement. Licensee agrees to indemnify and hold harmless SMG from any claims relating to actions or omissions by SMG in conformity with this Section 11(c).
- 8) Condition of Facility.

- a) Licensee acknowledges that Licensee has not inspected the Facility and that Licensee is satisfied with SMG's representation that the Facility is safe and suitable for the Event in its present condition.
- b) SMG shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that (i) the failure by SMG to accomplish the foregoing, said failure resulting from circumstances beyond the control of SMG, shall not be considered a breach of this Agreement by SMG, and (ii) any damages to the Facility and its appurtenances caused by Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees shall be paid for by Licensee at the actual or estimated cost of repair, as elected by SMG (including any damages that may be incurred if such repair affects any future events or contracts). (2) Licensee shall not make any alterations or improvements to the Facility without the prior written consent of SMG. Any alterations or improvements of whatever nature made or placed by Licensee to or on the Facility, except movable trade fixtures, shall, at the option of SMG, (i) be removed by Licensee, at Licensee's expense, immediately upon the conclusion of the Event, or (ii) become the property of the Owner. SMG assumes no responsibility whatsoever for any property placed in the Facility. Notwithstanding anything to the contrary set forth herein, Licensee shall be solely responsible and liable for any and all Losses arising out of any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event. (3) Any debris, items, or materials left at the Facility by Licensee may be removed by SMG at Licensee's cost and at no liability or expense to SMG.
 - i) Licensee will be responsible for cost of repairs for damage to parking lot caused by bus trailers, trucks and tents.

9) Responsibility for Property in the Facility.

- a) SMG assumes no responsibility whatsoever for any property placed in or around Facility or Facility grounds, and SMG is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of Facility or any part thereof under this Agreement and all watchmen or other protective service desired by Licensee must be arranged for by special agreement with SMG, except to the extent that such damage arises from the negligence or willful misconduct of any SMG Representative. SMG shall have the sole right to collect and have the custody of articles left in the Facility by persons attending any performance, exhibition or entertainment given or held in the demised premises and the Licensee or any person in Licensee's employ shall not collect nor interfere with the collection or custody of such articles.

In the event that the Authorized Areas of the Facility are not vacated by Licensee on the date named at the end of the duration for which said portions of Facility are to be used by Licensee in accordance with this Agreement, SMG shall be and is hereby authorized to move from Facility at the expense of the Licensee, goods, wares, merchandise and property of any and all kinds and description, which may be then occupying the portion of Facility on which the duration of this Agreement has expired, and SMG shall not be liable for any damages or loss to goods, wares, merchandise or other property which may be sustained, either by reason of such removal or by the place to which it may be removed to and SMG is hereby expressly released from any and all claims for damages of whatever kind or nature. For such additional period beyond the term of this Agreement any effects of Licensee remain in the Facility, SMG shall be entitled to charge the sum per day as provided in this Agreement as the payment to be made for time for load in and load out. Vendors are not allowed to load out any materials using land or pushcarts before the event has ended and the general public has cleared the arena floor.

10) Indemnification.

- a) Licensee shall indemnify, defend, and hold harmless SMG, Owner, their affiliated entities and each of their respective officers, agents and employees, contractors and subcontractors (other than any Licensee Representative) (collectively, "SMG Representatives") from and against any and all losses, arising from:
 - i) Licensee's failure to comply with any and all federal, state, foreign, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions (collectively, the "**Laws**") applicable to Licensee's performance of this Agreement.
 - ii) Any unlawful acts on the part of Licensee, its officers, agents, employees, contractors or subcontractors.

- iii) Personal or bodily injury to or death of persons or damage to the property of SMG or Owner to the extent caused by the negligence and/or willful misconduct of Licensee, its officers, agents, employees, contractors and/or subcontractors.
- iv) The material breach or default by Licensee, its officers, agents, employees, contractors or subcontractors of any provisions of this Agreement.

Notwithstanding the foregoing, Licensee's indemnification obligations under this Section 14(a)(i) through (iv) shall not extend to losses to the extent such losses arise from (i) the proven negligence and/or willful misconduct of any SMG Representative and/or (ii) SMG or Owner's proven material breach or default of any of the provisions of this Agreement.

- b) SMG shall indemnify, defend and hold harmless Licensee, its affiliated entities and each of their respective officers, agents, employees, contractors and subcontractors (collectively, Licensee Representatives") from and against any and all losses arising from:
 - i) SMG's proven failure to comply with any and all federal, state, foreign, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions (collectively, the "Laws") applicable to SMG's performance of this Agreement.
 - ii) Any proven unlawful acts on the part of any SMG Representative or Owner.
 - iii) Personal or bodily injury to or death of persons or damage to the property of Licensee to the extent caused by the proven negligence and/or willful misconduct of SMG, Owner, its officers, agents, employees, contractors or subcontractors (other than any Licensee Representative).
 - iv) The proven material breach or default by SMG, Owner, its officers, agents, employees, contractors or subcontractors (other than any Licensee Representative) of any provisions of this Agreement.

Notwithstanding the foregoing, SMG's indemnification obligations under this Section 14(b)(i) through (iv) shall not extend to losses to the extent such losses arise from (i) the negligence and/or willful misconduct of any Licensee Representative and/or (ii) Licensee's material breach or default of any of the provisions of this Agreement.

11) Termination.

- a) In the event that Licensee cancels, the license fee will not be refunded.

12) Representations and Warranties. Each party hereby represents and warrants to the other party, and agrees as follows:

- a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;
- b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery and performance of this Agreement

13) Covenants. Licensee hereby covenants and agrees as follows:

- a) Licensee shall not occupy or use the Facility except as provided in this Agreement.
- b) Licensee shall comply with all legal requirements that arise in respect to the Facility and the use and occupation thereof.
 - i) Licensee shall not cause or permit any Hazardous Material to be used, stored or generated on or transported to and from the Facility. "**Hazardous Material**" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any applicable state or federal environmental law.
 - (1) If propane is utilized, Licensee must adhere to Fire Safety Officer and SMG Management guidelines.
 - ii) The following items are prohibited within any areas of the Facility:
 - (1) Possession, application or distribution of any self-adhesive stickers, promotional items, posters or similar items on the ingress or egress of the Event or inside/outside (i.e., parking lot) the Facility.
 - (2) Any self-adhesive material including tape, stickers, etc. in general and specifically not used to display banners and/or posters of any kind for events, radio station promotions, etc.

- (3) Guns, knives, electronic shock devices or other weapons that could be used to harm another individual or property.
 - (4) Non-food vendors may not sell, serve, offer or distribute food or food products and/or beverages, either for sale or sample distribution (free samples).
 - (5) No alcohol to be sold or distributed by Licensee during Event.
 - (6) Helium or other lighter than air filled balloons.
 - (7) Drugs or drug paraphernalia.
 - (8) Pets or animals.
 - (9) Stolen goods, including pirated DVD's, CD's or software.
 - (10) Counterfeit merchandise.
 - (11) Sexually explicit material.
- c) Licensee shall not advertise, paint, post or exhibit, nor allow to be advertised, painted, posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description inside or outside or on any part of the Facility except upon written permission of SMG and for such time and in such location as designated by SMG Management. Which permission/consent/approval shall not be unreasonably withheld or delayed. Licensee shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by SMG. The City of Inglewood imposes fines for hanging posters to advertise the event. Licensee will be charged for violations and will be responsible for paying subsequent fines.
- d) Licensee shall not operate or use any equipment or materials belonging to SMG without the prior written approval of SMG.
- e) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked or bolted while the Facility is in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.
- f) Motor vehicles.
- ⇒ Storage. Motor vehicles being parked or stored in any area of the Facility during the Event cannot be running during any portion of the Event.
- g) Utilities.
- a) Access to utilities and water are not available under this Agreement.
- b) Lighting. Normal lighting provided by fixed Facility fixtures will be maintained throughout the Event at no additional cost to Licensee. Work-level lighting will be provided during load-in and load-out and additional lighting provided at other times as determined to be necessary by SMG.
- 14) Civil Rights Act. During the performance of this Agreement, Licensee shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights and Human Rights and opportunities.
- 15) Americans with Disabilities Act. SMG shall be responsible for ensuring that, within reason based on current structural limitations or equipment and Facility limitations, access into the Facility complies with the Americans With Disabilities Act, as amended (“**ADA**”). SMG shall also be responsible for ensuring, to the extent reasonably possible, that the common areas inside the Facility (i.e. elevator access, ramp access, restrooms) are accessible to, and usable by, individuals with disabilities to an extent possible within any current limitations of the Facility. With respect to any Event at the Facility, Licensee recognizes that it is subject to the provisions of Title III of the ADA. Licensee represents that it has viewed or otherwise appraised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas and other conditions of the Facility as adequate for Licensee’s responsibilities under the ADA. Licensee shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as Licensee modifies, rearranges or sets up in

the Facility in order to accommodate Licensee’s usage. Licensee shall be responsible for any violations of the ADA that arise from Licensee’s reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate Licensee’s usage. Licensee shall be reasonably responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices and procedures it applies in connection with an Event are in compliance with the ADA.

16) Construction of this Agreement.

a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the Laws of the United States of America and the state of California, and all of the ordinances of the City of Inglewood, California and the rules and regulations of SMG for the government and management of said Facility, together with all rules and regulations of the Police Department of Inglewood, California and Fire Department of Los Angeles, California and if the attention of said Licensee is called to such violation on the part of the Licensee, said Licensee will immediately desist from and correct said violation.

17) Miscellaneous.

a) Attorney Fees. Each Party has the opportunity to consult counsel if they chose to, and shall bear its own costs and attorneys fees as part of the consideration for this Agreement. The prevailing Party in any action to enforce the terms hereof shall be entitled to recover reasonable attorneys fees as part of its damages.

b) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights or elections, which it may have under this Agreement.

c) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of SMG. SMG shall be entitled to assign its rights and obligations hereunder to Owner or to any other management company retained by Owner to manage the Facility, and in such event, SMG shall have no further liability to Licensee hereunder for the performance of any obligations or duties arising after the date of such assignment.

18) Non-Exclusive Use. SMG shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

19) Force Majeure. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of SMG, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, terrorist acts from a foreign or domestic source, strikes, riots, failure of public utilities or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, then SMG is hereby released by Licensee from any damage so caused thereby.

IN WITNESS WHEREOF, the parties hereto as of the day and year first written above have duly executed this Agreement along with attached Reimbursable Services Expense Estimate, which is hereby made an integral part of this Agreement.

LICENSEE

By: _____
Signature

Please print name and company