50th ANNIVERSARY BROOKHURST HOBBIES

From: Brookhurst Hobbies

12188 Brookhurst St

Garden Grove CA 92840

AGREEMENT

This Agreement is a binding contract. PLEASE READ CAREFULLY BEFORE SIGNING:

This Agreement is entered into as of _____ day of _____, 2026.

BETWEEN:

1. A Business entity known (hereinafter 'BROOKHURST HOBBIES') owned and operated by Henry Tremblay and STAFF operating the business entity, a business existing and organized under the laws of California and the United States, for the remainder of this EVENT Brookhurst Hobbies Swap Meet, from 9:00 a.m to 2:00 p.m (hereinafter "EVENT") scheduled for **Sunday, December 13, 2026** located in Garden Grove, California 92840, USA. BROOKHURST HOBBIES is the owner and operator of the EVENT space legally permitted and authorized to conduct the business of selling goods and merchandise on its property to grant permission to use its property for private sales.

AND:

2. Exhibitor(s) _____ (hereinafter "Exhibitor") is an independent entity granted temporary permission by BROOKHURST HOBBIES to occupy designated vendor space and sell merchandise to customers from their own collection on the premises during the EVENT. The Exhibitor shall not be considered an employee, agent, partner, or representative of BROOKHURST HOBBIES.

I. This Agreement is between these two parties and is for rental of vendor tables and assigned space at the BROOKHURST HOBBIES, EVENT. The following terms and conditions of the contract are as follows:

1. The Exhibitor has paid BROOKHURST HOBBIES the sum of fifty dollars ($50.00) In accordance to the advertised fee schedules and additional fees mentioned below for the rental of vendor tables and assigned space of one (1) table sized, 6 ft by 2 ft and a half ½, as advertised at the EVENT to be held on the date stated above for this contract to be valid and binding this, it MUST:

    a. Signed by both parties.

    b. Accompanied by any payment due and required sales tax information.

    c. Received by BROOKHURST HOBBIES within ten (10) days of BROOKHURST HOBBIES SIGNATURE DATE or the date of the event, whichever comes first.

2. Exhibitor(s) will enter the EVENT through assigned/posted vendor entrances for the purpose of loading and unloading merchandise between 7:00 a.m to 8:30 a.m PST only. All merchandise should be inside the EXHIBIT HALL before 8:30 a.m. No vendor will be admitted after 8:30a.m. PST, in which case unoccupied table space and paid fees (of $50.00 entry fee) will be forfeited. Furthermore, Exhibitors are prohibited from using designated emergency exits for routine entry, departure, loading, or unloading. Emergency exits may be used in an emergency. Violations of this provision may result in corrective action or termination of participation pursuant to Paragraph 12 of this Agreement. Selling any item outside the designated EXHIBIT HALL is prohibited.
3. Two (2) persons will be allowed per rental table to facilitate circumstances where one person needs to leave temporarily. A maximum of three (3) persons is allowed if an additional table is rented. Children under 12 years of age accompanying an EXHIBITOR are admitted without being counted toward this limit. Parents are responsible for their children's immediate safety; there will be no replacement for lost passes.
4. The EVENT lasts until 2:00 p.m. PST and the EXHIBITOR expressly agrees to remain at their table(s) fully set up for sale or display until 2:00 p.m. for the benefit of the public. There will be no PACKING UP BEFORE 2:00PM "PACKING UP" is defined as any item previously offered for sale or display into any container meant for storage and removal before the scheduled conclusion of the EVENT, excluding items involved in completed customer purchases. The only exception for these conditions is if the Exhibitor completely sells out and has no items to display prior to 2:00 p.m. and the Exhibitor has obtained permission from BROOKHURST HOBBIES to depart early for this reason. Exhibitors attempting to pack up or depart early will immediately become subject to the terms of paragraph twelve (12) below. EXHIBITOR SHALL NOT LOAD OR UNLOAD THROUGH THE PUBLIC ENTRANCE OR THROUGH ANY FIRE EXIT.
5. Exhibitor may cancel this contract IN WRITING prior to the show date. A refund of rental fees minus a five-dollar ($5.00) service charge will be issued on cancellations received by BROOKHURST HOBBIES at least four (4) days prior to the show date, and only when accompanied by all exhibitor materials. Refunds are permitted under this contract. Exhibitor MAY NOT transfer any interest in this contract to any party.

6. While selling at the EVENT, exhibitors shall keep public aisles, emergency egress routes, and areas behind vendor tables clear, as these are common areas; no items may be displayed there. Items may be displayed only on tabletops or beneath tables. Displays may not exceed six feet above floor level or extend beyond the table's perimeter. Exhibitors shall store carts, dollies, and hand trucks safely, using as little space as possible, and shall not block any common area or fire exit.
7. Individual audio systems, as well as any sound, sight, or action that may offend, distress, or disturb any of the show participants, including the public, are prohibited. Any noise above 90 decibels and any profanity, violently/sexually explicit items, or hate speech, fall under the definition of offensive and distress that may cause a disturbance. All signs, flyers, and handbills that may be considered offensive must be approved by event organizers prior to the event. Violations of these rules will result in corrective action up to and including expulsion from the premises.
8. Assumption of risk, Release of Liability and Indemnification
    a. ASSUMPTION OF RISK: Exhibitor acknowledges that participation in the event may involve risks of personal injury, theft, loss of merchandise, property damage, and other hazards ordinarily associated with public events and the handlings, transportation, display, and sale of merchandise. the EXHIBITOR voluntarily assumes such risks to the extent permitted by applicable California law.

    b. RELEASE OF LIABILITY**:** To the fullest extent permitted by California law, the EXHIBITOR releases BROOKHURST HOBBIES, its legal owners, officers, employees, and authorized agents from claims for personal injury, theft, loss of merchandise, or property damage arising from the EXHIBITOR's participation in the EVENT, including claims resulting from the ordinary negligence of the released parties. This release does not extend to gross negligence, willful misconduct, fraud, violations of law, or any other liability that cannot lawfully be released under California law.
    c. RESPONSIBILITY FOR PERSONNEL AND PROPERTY**:** The EXHIBITOR assumes responsibility for the conduct of persons acting on the EXHIBITOR's behalf and for the transportation, handling, display, storage, and safeguarding of the EXHIBITOR's merchandise, equipment, and other personal property during participation in the EVENT. This provision shall be read together with the release of liability in Paragraph 8(b) and shall not expand that release beyond its stated scope.
    d. Indemnification: The Exhibitor agrees to indemnify and hold harmless BROOKHURST HOBBIES against third-party claims, damages, and reasonable expenses, including reasonable attorney's fees to the extent arising from the exhibitor negligent acts or omissions, unlawful conduct, or material breach of this Agreement. This indemnification obligation shall not apply to the extent a claim results from the negligence or misconduct of Brookhurst Hobbies or another indemnified party.
    e. Compliance: Nothing in this provision shall be interpreted to release, indemnify, or otherwise exempt any party from liability where the arrangement is prohibited by applicable law.

9. BOTH parties agree that the restrictions and stipulations of this Vender Rental Agreement grant temporary permission for the purpose of selling occasional goods and merchandise, on BROOKHURST HOBBIES premises is permitted under occasional sales of merchandise from exhibitors' private collections. The invalidity, illegality, or unenforceability of any provision of this agreement shall not affect or impair the continuation in force of the remainder of this Vender Rental Agreement, if any restrictions are held to be void but would be valid if deleted in part or reduced in application, such restrictions shall apply with such deletion or modification as may be necessary to make them valid and enforceable.
10. This AGREEMENT shall be construed and governed in accordance with California law under California Department of Tax and Fee Administration, Publication 111: Operators of Swap Meets, Flea Markets, or Special Events (rev. Feb. 2024). Download and complete CDTFA FORM 410-D at: https://cdtfa.ca.gov/formspubs/cdtfa410d.pdf.
11. Both parties are capable of entering this AGREEMENT and give their consent to the terms and responsibilities of this agreement for the lawful purpose of buying and selling merchandise and given sufficient under Cal. Rev. & Tax. Code § 6073. BROOKHURST HOBBIES will retain written records of all people who sell at events pertaining to the Exhibitor, including the Seller's business name, mailing address, telephone number. A seller's permit is not required as sales are under 'exempt occasional sales and/or under Cal. Rev. & Tax. Code § 6015'.
12. TERMINATION AND REMEDIES - Both parties agree to comply with the terms and conditions of this Agreement. If the EXHIBITOR violates any provision of this Agreement during the EVENT, BROOKHURST HOBBIES reserves the right to require the EXHIBITOR to correct the violation within a reasonable period, to be defined by BROOKHURST HOBBIES at the moment of infraction. If the EXHIBITOR fails or refuses to correct the violation, BROOKHURST HOBBIES may terminate the EXHIBITOR's permission to participate in the EVENT and require the EXHIBITOR to cease sales activities and safely vacate the designated vendor space. BROOKHURST HOBBIES reserves the right to terminate participation immediately, without warning, if the EXHIBITOR engages in conduct presenting an imminent safety hazard, obstructs emergency exits, threatens or harasses other participants, or otherwise commits a serious violation of this Agreement. Upon termination for a material breach by the EXHIBITOR, BROOKHURST HOBBIES may retain any portion of the fifty-dollar ($50.00) rental fee that it is legally entitled to retain under this Agreement and applicable California law. Any additional damages or remedies shall be subject to applicable law. Termination shall not affect any rights or obligations that accrued before termination.

SIGNATURES:

Brookhurst Hobbies Representative	**Independent Exhibitor**
Print Name: _____	Print Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
	Address: _____
	Phone: _____
	Driver's License/ID: _____

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN DULY EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

50th ANNIVERSARY BROOKHURST HOBBIES