

Penn National Race Course

HOLLYWOOD

C A S I N O



Entertainment

All-Female
DJ COMPANY

Hollywood Casino at Penn National Race Course Open House
presented by HD Entertainment
August 12th, 2025 3pm-7pm

Open House Vendor Participation Waiver and Release (the "Release")

Herein, "Show Management" shall be defined as collectively, Mountainview Thoroughbred Racing Association, LLC d/b/a Hollywood Casino at Penn National Race Course and HD Entertainment.

1. Upon Show Management's receipt of this executed Release along with payment Vendor shall be assigned a booth space dependent upon needs of the Vendor and available spacing. Any and all special requests need to be made to Show Management at least 10 days prior to the Open House. No requests will be guaranteed after this time. All payments are non-refundable. **Initial** _____

2. Vendor agrees to post at least one (1) social media mention per week on their social media channels with tagging certain accounts at Show Management's direction, beginning upon Vendor executing this Release to help with promotion of the Open House. This can be a simple sharing of content already posted by Show Management. Social Media posts can include Facebook, Instagram, Threads, TikTok, LinkedIn and websites. For the sole purpose of performing the obligations described in this Section 2, Show Management hereby grants to Vendor, a limited, revocable, royalty-free, non-transferable, non-exclusive license to use, display and reproduce certain logos, trademarks, tradenames and/or service marks owned or controlled by Show Management and are specified by Show Management (the "Show Management marks"). Each use of the Show Management Marks is subject to Show Management's approval, not to be unreasonably withheld, conditioned or delayed, and which may be subsequently revoked by Show Management, in its sole discretion. Each use of the Show Management Marks shall further be subject to any guidelines and directions provided to Vendor by Show Management. For the avoidance of doubt, Show Management is not providing any third party permissions or consents for Vendor to use the name, voice or likeness of any person(s) recorded at the Open House, or the intellectual property rights (including, without limitation, copyrights and trademarks) of third parties which may have intellectual property displayed at the Open House. **Initial** _____

3. **Spaces will be approximately 10 x 10 but can be less or more depending on space and the booth type Vendor secures. If Vendor requires more space, Vendor will need to purchase a double booth space.** One (1) table and two (2) chairs will be provided. A plain black tablecloth can also be provided if noted on the final page of this form, but decoration of the table and booth area will be the sole responsibility of Vendor. Tables will be 8 ft. long. Vendor will remain within its assigned booth space when promoting its business and will not infringe on, or otherwise interfere with, anyone else's booth space or the normal operations of Show Management. At no time will Vendor be permitted to walk around to distribute its information or leave its information in any other area other than their assigned booth. **No pipe and drape will be provided. All booths should be free-standing or table displays.** **Initial** _____

4. Vendor agrees to have its Manned booth manned at all times by at least one (1) representative. **Initial** _____

5. Display booths (\$100) are **unmanned** and will only showcase Vendor's work with no human interaction from Vendor. Vendor must set up and tear down its own booth. These spaces can be 4ft. or 6ft. based on space at the available space and the reservation made by Vendor. **Initial** _____

6. Vendor may arrive at 11am on the day of the Open House to begin setting up but **no earlier unless prior arrangements have been made with Show Management.** The Open House will begin promptly at 3pm and last until 7pm. Vendor must be set up by 2pm and ready to receive guests. Tear down should not begin until 7pm A post event networking mixer will take place from 7pm-9pm in Skybox (located on the 2nd floor). Vendors are solely responsible for their own unloading, set up, tear down, and loading. Please bring your own dollies and carts. **Failure to unload and be at your spot by 2pm the day of the Open House will result in forfeiture of your booth space.** **Initial** _____

7. All electrical needs are subject to a regular wall outlet or less in power for any and all power needs. **Extension cords, power strips, etc. are the responsibility of the vendor.** Show Management is only responsible for placement of the vendor near electric. Table, chairs, and linen required for this Open House will be provided by Show Management. Vendor agrees to communicate any additional chairs, linens and/or electric needed for its booth space on the final page of this Release. **Initial** _____

8. Any booth space not completely and entirely cleaned out will incur a \$100 cleaning fee billable after the Open House. Vendor must remove all of its equipment and refuse. **Initial** _____

9. Vendor must carry commercially reasonable insurance for its participation at the Open House and, at Show Management's reasonable request, submit proof of valid insurance from the contracted business to Show Management. **Initial** _____

10. No loud or excessive noise may come from Vendor's booth space. Show Management reserves the right to determine what is an acceptable level based on Vendor's position in the Open House. **Initial** _____

11. To the maximum extent permitted by law, Vendor agrees to indemnify, protect, defend and hold Show Management, their respective parent companies, Gaming and Leisure Properties, Inc. ("GLPI") and each of their subsidiaries, affiliates, and their respective officers, directors, managers, employees, agents, shareholders, members, and successors and assigns, heirs, administrators, and personal representatives (collectively the "Management Indemnitees") harmless from and against any and all claims, liabilities, obligations, losses, suits, actions, legal proceedings, damages, costs, expenses, awards, or judgments, including, without limitation, reasonable attorney's fees and costs (whether or not suit is filed) that any Management Indemnitees may suffer or incur or be threatened with and whether based upon statutory, contractual, or other theory that relate to or arise out of or result from (a) the negligence, acts and/or omissions of Vendor or its respective subcontractors, agents, employees or affiliates (collectively, Vendor's "Representatives"); (b) the actual or alleged violation of applicable law or regulations by Vendor or its Representatives; or (c) Vendor's actual or alleged violation of its representations and warranties in the Agreement or by operation of law. The Management Indemnitees shall have the right, to participate in the defense of any such claims without relieving the Vendor of its obligations hereunder. The obligations of this paragraph shall survive the expiration or termination of this Release. Nothing in this paragraph shall require Vendor to indemnify the Management Indemnitees for that portion of any claim arising out of the negligence or willful misconduct of any Manager Indemnitee. Vendor agrees to provide prompt written notice of any claim, all information related thereto, and reasonable cooperation in connection with the claim, and sole control of the defense and settlement of the claim, provided that Show Management's prior written consent must be obtained in the event such settlement: (a) does not include a release of all covered claims pending against the Management Indemnitees; or (b) contains an admission of liability or wrongdoing by the Management Indemnitees. **Initial** _____

12. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENDOR AGREES TO RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST SHOW MANAGEMENT, THEIR RESPECTIVE PARENT COMPANIES, GLPI, AND EACH OF THEIR SUBSIDIARIES, AFFILIATES, AND EACH'S RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, SHAREHOLDERS, MEMBERS, AND SUCCESSORS AND ASSIGNS, HEIRS, ADMINISTRATORS, AND PERSONAL REPRESENTATIVES (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE ACTIONS, INACTIONS, NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH VENDOR, ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, SHAREHOLDERS, MEMBERS, INVITEES, GUESTS, AND SUCCESSORS AND ASSIGNS AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON ITS BEHALF, WHICH ARISE FROM OR RELATE TO OR MAY HEREAFTER ARISE FROM OR RELATE TO THIS AGREEMENT AND/OR THE OPEN HOUSE. FOR CLARITY, BY SIGNING THIS RELEASE, IT IS VENDOR'S INTENT TO WAIVE AND FOREVER DISCHARGE, TO THE FULLEST EXTENT PERMITTED, THE RELEASED PARTIES FROM ANY LIABILITY THAT COULD ARISE FROM OR RELATE TO THIS RELEASE AND/OR THE OPEN HOUSE. **Initial** _____

13. THE RELEASED PARTIES DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS, RELATING TO OR ARISING FROM THIS RELEASE AND/OR THE OPEN HOUSE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. VENDOR EXPRESSLY ACKNOWLEDGES AND AGREES THAT ALL OBLIGATIONS OF SHOW MANAGEMENT (WHETHER UNDER THIS RELEASE OR OTHERWISE) ARE AS PROVIDED "AS IS", WITHOUT ANY CLAIM AS TO ACCURACY OR FITNESS FOR ANY PARTICULAR USE. **Initial** _____

14. Vendors agree to pay their balance in full before the Open House commences by the date set in their invoice to secure their spot. Any contracts returned without payment or defaulting on payment plan will not be able to occupy a space at any. Send this completed form to Hollywood Casino to receive a digital invoice for payment. We are currently not accepting checks. **Initial** _____

15. In the event of severe or adverse weather, disaster, acts of God, or any other emergency or government order, Show Management reserves the right to cancel/reschedule the Open House and will not be held accountable for any damages, losses or liabilities incurred by Vendor. **Initial** _____

16. Vendor agree to abide by all applicable laws, regulations and Show Management policies in its participation of the Open House. Vendor knowingly participates in the Open House at its own risk with full knowledge of the same. Show Management reserves the right to change booth spaces, amend the rules and regulations, or dismiss Vendor from the Open House for any reason, without penalty or prejudice. **Initial** _____

Definition of Booth Spaces, Advertising, and Limits on Vendors, etc.

- Display booths (\$100) are **unmanned** and will only showcase your work with no human interaction from your company. Vendors need to set up and tear down their own booth. These spaces can be 4ft. or 6ft. based on space at the venue.
- Manned booth spaces (\$250) need to be manned at all times by someone from the company reserving the space.
- All gift bag insertions, whether Vendor has a booth at the Open House or not, need to be provided by the vendor no later than 11 a.m. on the day of the Open House at 777 Hollywood Blvd., Grantville, PA 17028 (Hollywood Casino at Penn National Race Course). Items can be dropped off in the days leading up to the Open House, or mailed in as well. Items should be handed in or mailed in c/o Kate Johnson
- All electrical needs are subject to a regular wall outlet or less in power for any and all power needs. Extension cords, power strips, etc. are the responsibility of the vendor. Show Management is only responsible for placement of the vendor near electric.
- Table, chairs, and linen will be provided for all vendors that require this Open House. Vendors agree to communicate if they in fact need a table, chairs, and linen for their booth space on the final page of this form.
- We are currently not accepting checks. Credit cards through invoice are the only forms of accepted payment at this time.

Vendor Fees Schedule and Offerings :

- \$250 Single, Manned Booth Space (Double Booth Space = \$450):
 - Includes an 10x10 ft. booth space (approximate)
 - Tables, chairs, linen needs as indicated by participating vendor
 - Support before, during, and after the Open House
 - Social media tags, mentions, and promotion
 - All materials needed for Vendor Booth Giveaway (please list prize)
 - Complimentary Free Slot Play Voucher (\$10) for each vendor attending (provided they are 21+)
 - 1 Complimentary drink ticket per vendor attending
- \$100 Display, Showcase Table/Space
 - Includes a 4-6 ft. booth space (approximate)
 - Table/linen needs as indicated by participating vendor
 - Support before, during, and after the Open House
 - Social media tags, mentions, and promotion

Vendor

Legal Company Name: _____

Trade Name: _____

Address: _____

Phone: _____ Website: _____

Email: _____

Contact Person: _____ Business Type: _____

Facebook Handle: @_____ Instagram Handle: @_____

Type of booth space:

Amount:

- \$250 Single (\$450 Double), Manned Booth Space
- \$100 Unmanned, Showcase Table/Space

Total Booth Cost:

Total due to Hollywood Casino: _____

of vendor employees attending: _____

Please check Vendor requirements for booth space: ☐ additional chairs (2 provided) ☐ linen ☐ electric

I, _____, legal representative of _____, agree to all contract terms listed within this Release and to pay the above listed amount for services I have chosen. I understand that no refunds will be given at any time and Show Management reserves the right to contact me with any changes made to the Open House necessary for success of the Open House as a whole. I further agree that I (1) have been given an opportunity to review the Release, including with its legal counsel; (2) it did review the Release; and (3) it fully understands the Release and voluntarily agrees to be bound by the Release.

Contract Purchaser: _____

Date: _____