

MERCHANDISE VENDOR CONTRACT

Vendor Business Name:	
Vendor Contact Name:	
Vendor Address	
Vendor Phone #:	Vendor Cell #
Vendor email:	
Vendor website:	
All vendors must provide proof of general liab	pility insurance and specified herein.
The parties to this contact are:	
The Columbus Corvette Crew (hereafter "Host") a (hereafter "Vendor"),	and

Whereas, Host is hosting an event known as "Cars 4 Kids", to occur on Saturday, June 1, 2024 at 3036 Old Cork Street, Kalamazoo, MI beginning at 09:00 am and has the right to assign licensed food vendors at and during the event, and

Whereas, Vendor desires to vend at and during said event rain or shine, and whereas Vendor has paid the sum of \$_50.00__for a vendor space at and during said event,

Now, therefore, the parties agree to the following:

- Vendor shall have access to the location agreed upon by the parties no less than 2 hours prior to the events commencement for the purposes of setting up Vendors vending station, goods and other items necessary and reasonable to vending location.
- 2. Vendor shall not vend any good or services other than those described herein at and during the event without hosts written consent.

- 3. .Vendors vending station shall be no larger than <u>10</u> feet x <u>12</u> feet; shall be clean and orderly; and shall comply with all applicable laws and regulations. Vendor shall be responsible for securing, carrying and displaying all City, State and/or Federal permits as required by law.
- 4. Vendor shall have access to the location for up to 2 hours after the events conclusion at 4:00 p.m. to dismantle and remove all things brought to the location by Vendor. Vendor shall leave the location clean of trash and substantially in the condition it was before Vendor occupied it.
- 5. Vendor hereby agrees to indemnify and hold harmless the Host against any damages or claims that may arise in connection with Vendors presence at the event and Vendors activities of any kind.
- 6. Vendors must supply proof of liability insurance with The Columbus Corvette Crew "Cars 4 Kids" listed as the additional insured, along with the date of the event.
- 7. Vendor agrees to be responsible for and reimburse The Columbus Corvette Crew for any damages caused by the Vendor or its agents, including equipment malfunction that causes damages. Vendor agrees to be responsible for and reimburse any other property or persons to which they have caused damage.
- 8. Vendor is not permitted to directly wire or disconnect any electrical service. Vendor must be self-sufficient.
- 9. Vendors acknowledge that Host is not responsible for any loss or damage to vehicle or merchandise. It is vendor's sole responsibility to ensure coverage from any loss or damage to both equipment and persons. Host, its member, any coorganizations under Host's direction and/or any of their employees or agents will not be held liable for damages incurred.
- 10. Vendor acknowledges that the Vendor participation fee enabling participation in the event "Cars 4 Kids" is non-refundable.
- 11. Additions, corrections or addendums of any kind to this contract must be in writing and signed by representatives of both parties.

Proposed Inventory: Please list your anticipated product line or submit a copy of your menu. If you would like to add a product prior to the event, please submit your request to: columbuscorvettecrew@gmail.com.

Terms and Conditions: "Cars 4 Kids"		

Please direct all questions, concerns or comments regarding Vending to columbuscorvettecrew@gmail.com. For all urgent matters please contact, Cea Green, (269) 760-3969

Hours of Operation for Event:

Saturday, June 1, 2024. The event will be held open from 9:00 a.m. until 4:00 p.m. All Vendors must be fully operational during these hours.

Location for Merchandise Vendors:

All vendors will be located on Washington Blvd

If you must be absent from the event you must notify. Cea Green, (269) 760-3969...

Applicable Fees:

All vendor fees must be paid in full by Wednesday May 1, 2024 to participate in event.

2024 Vendor Rates:

Merchandise Vendor Rates - \$50.00

Please make checks and/or money orders payable to: The Columbus Corvette Crew or you may pay online @ thecorvettecrew.com/car4kids/vendors

Host agrees to refund any applicable fees if the event is cancelled by the Host and is not rescheduled. Refunds will be issued within 30 days after the cancellation of scheduled event.

Merchandise:

Host reserves the right to approve or disapprove merchandise/product or goods that have not received prior approval. Host, its agents, and/or its stall will not be responsible for safeguarding merchandise.

Media Release:

Vendor's signature acknowledges the following consent:

I, hereby give my consent to all photographs, audio recordings, academic work and/or video recordings taken of me or my staff. I understand that any such photographs, audio recordings, academic work and/or video recordings become the property of the Host and may be utilized by Host or others with consent of Host, for educational, instructional or promotional purposes determined by Host in broadcast and media formats now existing or created in the future.

Trash/Litter Removal

Trash receptacles are placed throughout the Four Points for Sheraton Parking lot for customer use. Trash receptacles for vendors use is the responsibility of each vendor. Vendors are expected to bag their businesses trash at the end of the day.

Indemnification:

Vendor agrees to indemnify, defend and forever save and hold harmless Host, the City of Kalamazoo and the Four Points by Sheratorn, its affiliates or related entities, and their respective principals, shareholders, members, partners, officers, directors, employees, representatives, tenants, agents, contractors and volunteers from and against any and all damages, claims, losses, demands, costs, expenses (including attorney's fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which any one of the indemnities may suffer or incur arising from your acts or the breach of any agreement, obligation, warranty, or representation made herein, or for claims not closely related to the Hosts duties under this Contract, except to the extent such claims arise from negligence or willful misconduct of and by Host. The foregoing indemnification shall survive any termination or the expiration of the term of this Contract. Vendors indemnification does not extend to damages, claims, or losses occasioned by the acts of subcontractors, or either Vendor or Host's agents.

Vendor Authorized Signature	 Date	
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Host	 Date	