



This Vendor Agreement is made effective as of \_\_\_\_\_, 2019 by and between "Battle of the Dancelines" hereafter referred to as, the "Company or BODL", and " \_\_\_\_\_ " hereinafter referred to as, the Vendor, with its principal place of business at \_\_\_\_\_.

WHEREAS, the "Company" is the Organizer and renter "Company" agrees to provide "Vendor" space to conduct "Vendor" business in, at "BODL" event. "Vendor" is limited to the space selected by "Company" as identified prior to event. In general, "Vendor" is guaranteed a minimum of  (8) EIGHT  square feet of space.

\_\_\_\_\_ "Vendor" accepts the opportunity to participate as a vendor in the Building for  BODL

Commencing on  03-11-2019  and ending on  03-11-2019 .

\_\_\_\_\_ "Vendor" hereby accepts the following listed conditions and limitations.

#### **HOURS OF OPERATION**

Vendor area shall remain open from  8:00 AM  to  5:00 PM  while the Event is in progress, unless "Company" notifies "Vendor" of other hours of operations

#### **INSTALLATION AND TEAR DOWN**

"Vendor" shall set up the facilities for sale on  03-11-2019 , between  7:00 AM  &  7:30 AM .

"Vendor" shall remove his/her facilities for sale from the Building no later than  5:30 PM  on  03-11-2019 .

#### **PAYMENT**

"Vendor" is provided with the Space in the Building in exchange for **\$125.00** to be paid upon signing this Agreement. Space locations will be assigned by "Company" and provided to "Vendor" in advance of Event.

**APPEARANCE**

\_\_\_\_\_ "Vendor" is responsible for cleaning and maintaining the Space provided in an organized and neat manner. This responsibility includes "Vendor's" responsibility to remove bulk trash.

**EXTRA SERVICES**

"Company" is not obliged to provide telephone, water, electrical and drain services to "Vendor". "Vendor" shall also be responsible for payment of other charges like, electricity charges, water charges, taxes, etc. to the concerned authorities.

**DISPLAYS AND SIGNS**

All displays in the building must be free standing. Nothing may attach to walls or columns of the building by any means at all. Signs must be free standing. Signs should not block other vendor's shops. Signs may not attach to walls or columns of the building.

**QUALITY PRODUCTS**

\_\_\_\_\_ "Vendor" shall ensure proper quality of the products sold. "Vendor" shall comply with all applicable laws as to vendor's sales.

**FOOD AND BEVERAGES**

No food or beverage may be brought into the Building by "Vendor" from outside. "Vendor" shall purchase all foods and beverages from facilities provided for the event.

**INSURANCE**

\_\_\_\_\_ "Vendor" is solely responsible to obtain insurance coverage on property brought into the Building. "Vendor" assumes full responsibility for items left in the facility. "Company" accepts no liability for lost, stolen or damages to property and is not required to carry additional insurance to cover "Vendor's" property.

**INDEMNIFICATION**

\_\_\_\_\_ "Vendor" agrees to indemnify and hold "Company" harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against "Company" that result from the acts or omissions of "Vendor" and/or "Vendor's" employees, agents or representatives. "Vendor" shall be solely responsible for insuring all applicable laws are followed and complied with in selling and presenting "Vendor's" products and services at the Event.

## **DEFAULT**

The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- c. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

## **ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

## **SEVERABILITY**

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

## **AMENDMENT**

This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

## **GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of Georgia.

## **ASSIGNMENT**

Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

## **SIGNATORIES**

This Agreement shall be signed on behalf of "Company" by KIM COLN  
and on behalf of "Vendor" by \_\_\_\_\_ and shall be effective as of the  
date first written above.

Organizer:

**KIM COLN**

Signature: \_\_\_\_\_

Vendor:

\_\_\_\_\_

Signature: \_\_\_\_\_