

## Kern County Scottish Society, Inc.,

### 2019 Games & Gathering Merchandise Vendor Contract

The signatures below signify a binding agreement made between the Kern County Scottish Society, Inc., hereafter known as KCSS and \_\_\_\_\_ hereafter known as Vendor.

- 1.) Vendor agrees to provide merchandise for sale to the competitors and spectators at the Kern County Scottish Society Highland Games and Gathering being held at the Kern County Fairgrounds on **Saturday April 6th and Sunday April 7th, 2019**, 1142 South "P" Street, Bakersfield, California
- 2.) Vendor agrees to provide all permits, and licenses as required by law. Any non-profit Vendor must also include a copy of their letter from the IRS showing their non-profit status.
- 3.) Vendor shall provide KCSS with completed copies of the Merchandise Vendor Application, Merchandise Vendor Contract, and payment of an event participation fee **no later than March 16, 2019**. Merchandise Vendor event participation fee is based on booth sizes: ( ) \$175 – 10'x10' / ( ) \$195 – 10'x20' / ( ) \$240 – 20'x20' / ( ) \$260 – 20'x30' / ( ) \$280 – 30'x30'
- 4.) If KCSS does not accept your application your participation fee will be returned.
- 5.) Any Vendor canceling their contract will be subject to the following terms and conditions regarding the refund of their participation fee:
  - a.) 60 or more days from Feb. 6, 2019 - Full Refund
  - b.) Less than 60 but more than 30 days from March 27, 2019 – 50% Refund
  - c.) 30 days or less from April 6, 2019 – NO Refund
- 6.) Vendors shall not breakdown or remove their booths, carts, or vehicles from their assigned area of the venue until the games close to the public on Sunday April 7<sup>th</sup> at 5:00 P.M.
- 7.) In consideration of the above, KCSS will provide the Vendor with a space for their sales area, use of trash receptacles, and restrooms. It is the responsibility of each Vendor to dispose of their trash in the large dumpsters provided by the Fairgrounds throughout the games.
- 8.) KCSS reserves the right to inspect merchandise and/or handouts being sold or distributed to the public. Should the content be deemed not to reflect the common morals of the community, the Vendor will be requested to remove such item(s) or material(s) from their displays. If the Vendor continues to offer for sale or give away said item(s) or material(s), after being asked by a member of the KCSS Games Staff, or KCSS Board Member(s) the Vendor will be escorted from the Fairgrounds for the balance of the Games and the Vendor's Participation Fee will be forfeited.
- 9.) KCSS reserves the right to refuse service to anyone.

We the undersigned understand the terms and condition of this agreement and possess and exercise the authority to enter into this agreement. The agreement must contain two signatures to be effective, execution in counterpart is invalid.

Vendor Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Vendor E-Mail: \_\_\_\_\_

Vendor's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

KCSS Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**Completed Vendor Application, Vendor Contract, and Participation Fee must be received no later than March 16, 2019.**

Make Checks or Money Orders payable to Kern County Scottish Society

Send to:

Kern County Scottish Society

Attention: Vendor Coordinator

P.O. Box 41202

Bakersfield, CA 93384-1202