

The Christian Community Fair Vendor Agreement

This vendor agreement (“Agreement”) is made and effective this ____ day of _____, 20__ by and between The Christian Community Fair (“CCF”), a Minnesota nonprofit corporation, and _____ (“Vendor”).

RECITALS

WHEREAS Vendor desires to utilize booth space at the Saint Paul RiverCentre (“Facility”) on November 12-13, 2010 during the Christian Community Fair (“Event”) for the display or sale of

_____;

and WHEREAS CCF is desirous of providing space for such display or sale,

NOW THEREFORE, in consideration of the mutual benefits to be received, the parties hereto do hereby mutually agree and covenant with each other as follows:

AGREEMENT

1. Vendor must complete and sign this Agreement and the Vendor Registration form and submit both documents directly to CCF. Registrations made through the Facility or any other party will not be accepted. Vendor may request a specific location in the Facility for its booth. However, location is not guaranteed, and vendors will be assigned to booth locations based on the order that their Registration and Agreement forms are received by CCF. Vendor cannot cancel its registration if it does not receive its choice of location.
2. Due to the limited space in the Facility, booth spaces will not be assigned or guaranteed until (1) the registration fee is paid in full, and (2) signed Registration and Agreement forms have been received by CCF. The Facility and CCF, in their sole discretion, reserve the right to make changes to Vendor’s booth assignment and the floor plan.
3. CCF has the right to refuse rental, the right to refuse setup, and the right to terminate registration of any vendor or booth. In the event of such refusal, CCF shall provide a full refund of Vendor’s registration fee, absent fraud or misrepresentation by Vendor.
4. Vendor’s booth space will be ten feet by ten feet (10’ x 10’). Booths will be separated by pipe and drapes. Any special arrangements must be approved by CCF in advance in CCF’s sole discretion.
5. Vendor agrees to pay the following registration fees for each 10 foot by 10 foot (10’ x 10’) booth:

December 1 – 31, 2009	\$400.00*
January 1 – July 31, 2010	\$475.00*
August 1 – November 5, 2010	\$575.00*

*For an additional \$150.00 organizations that have a booth at the event can provide 4000 flyers or brochures at a date to be determined to be handed out in bags to attendees distributed by The Christian Community Fair.

6. Only one organization may occupy each booth. Any vendors desiring to share booths must request approval to share the booth at the time of Registration. Approval will be given at the sole discretion of CCF. Any organization selling or displaying merchandise or services without approval will be removed from the Event.
7. Vendor acknowledges that CCF and Saint Paul RiverCentre are not responsible for lost, stolen, or damaged property and are not liable for any injury to individuals participating in the Event. The Saint Paul RiverCentre and CCF are not insuring Vendor’s property, and Vendor shall be responsible, at Vendor’s option, for obtaining insurance for any of its merchandise, equipment, or other personal property. Furthermore, Vendor shall indemnify and hold harmless the RiverCentre, ASK Events, and CCF, their directors, officers, employees, agents, contractors and affiliates from and against any and all claims, damages or liability of any nature or character arising from or by reason of the execution or performance of the rights, duties and obligations arising out of or incidental to the display of or sale of any merchandise or services in the Facility or at the Event.
8. Vendor is expressly prohibited from selling, subletting, assigning, or transferring its booth to another party. Any such sale, sublet, assignment or transfer shall be deemed a cancellation of Vendor’s registration, without refund.
9. Vendor warrants that its operations during the Event and its use of the booth is in compliance with all applicable laws and ordinances, including but not limited to, trademark and copyright laws covering the merchandise and services to be displayed and offered for sale or distribution.

10. All furnishings, equipment, merchandise and other personal property owned or rented by CCF or the Facility shall be kept and maintained by the Vendor at its sole risk. Vendor shall indemnify and hold harmless CCF and the Facility against all loss, cost and expenses incurred by reason of any damage to or destruction of any such furnishings, equipment, merchandise or other personal property.
11. Vendor will be allowed to set up its booth on Friday, November 12, 2010, from 9:00 am to 2:00 pm. By 9:30 pm on Saturday, November 13, 2010 Vendor shall surrender and deliver up the premises provided to Vendor hereunder broom clean and in as good order and condition as the premises shall have been at Vendor's arrival at the Facility for setting up on November 12, 2010.
12. Vendor agrees to sell, display or distribute only the merchandise and services described in the Recitals to this agreement. Vendor acknowledges that any misrepresentation of merchandise or services to be sold, displayed, or distributed at the Event shall be grounds for Vendor's removal from the Event or rejection of Vendor's application with no refund of Vendor's registration fee.
13. Vendor acknowledges that CCF, its directors, officers, employees, contractors, agents or affiliates have not made any representations or warranties regarding the Event's attendance or the profitability or amount of sales that will be achieved by Vendor. Vendor agrees to pay any and all taxes which may be due on the sale of any merchandise during the Event. Neither CCF nor the Facility shall be liable for the payment of taxes, and Vendor indemnifies CCF and Facility for any claims of unpaid taxes.
14. Vendor shall wear a vendor nametag provided by CCF and shall ensure that its booth is staffed and supervised at all times. Vendor shall remain courteous to the other vendors and shall not obstruct the visibility of other booths. Furthermore, Vendor shall not use any light displays or sound amplification systems that are offensive or disruptive to other vendors. Vendor acknowledges that any harassment of the Event attendees, inappropriate behavior, or unauthorized rental or sale of merchandise or services will result in immediate removal from the Facility without refund.
15. If Vendor cancels registration, Vendor will receive no refund unless CCF resells the booth. CCF has no obligation to resell the booth.
16. CCF may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor. In such cases, Vendor shall receive the following refund:
 - a. In the event of Vendor's fraud or misrepresentation, or if Vendor fails to fulfill its obligations under this Agreement, Vendor shall receive no refund.
 - b. In the event Vendor breaches a provision of this Agreement, CCF may retain Vendor's registration fee as liquidated damages. Remedies herein provided are cumulative and not exclusive of any other remedy provided by law.
 - c. In the event of no wrongdoing by Vendor, Vendor shall receive a pro rata refund in proportion to the time remaining in the Event compared to the scheduled duration of the Event.
17. All captions, headings, and recitals are incorporated into this Agreement. The provisions of this Agreement are separable, so if any provision of this Agreement is held ineffective, the remaining provisions shall remain in full force and effect. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.

In witness whereof, the parties hereto have executed this agreement effective the date set forth in the introductory paragraph above.

Organization: _____ **The Christian Community Fair**, a Minnesota nonprofit corporation

Name: _____ By: _____

Printed Name: _____ Printed Name: _____

Phone number: _____

Address: _____

City, State, Zip: _____

E-mail address: _____