**Vendor Agreement**

This Vendor Agreement is made effective as of [Insert Date], by and between [Insert Name of Event Organizer] of [Insert Address of Event Organizer], and [Insert Name of Vendor] of [Insert Address of Vendor].

**WHEREAS,** the [Insert Name of Event Organizer] is the Organizer and renter of [Insert Location of Event] located at [Insert Address of Event], (hereinafter referred as the 'Building'), where the [Insert Name of Event] will be conducted; and

**WHEREAS,** [Insert Name of Vendor] is engaged in the business of [Insert Type of Vendor's Business].

**NOW, THEREFORE,** it is agreed that:

**PURPOSE.**

[Insert Name of Event Organizer] agrees to provide [Insert Name of Vendor] space to conduct [Insert Name of Vendor]'s business in [Insert Location of Event], at [Insert Name of Event]. [Insert Name of Vendor]'s use of [Insert Name of Event Organizer]'s building is limited to the space selected by [Insert Name of Event Organizer] as identified prior to the event. In general, [Insert Name of Vendor] is guaranteed a minimum of [Insert Minimum Amount of Space Guaranteed at the Event] square feet of space. [Insert Name of Vendor] accepts the opportunity to participate as a vendor in the Building for [Insert Name of Event] commencing on [Insert Date] and ending on [Insert Date]. [Insert Name of Vendor] hereby accepts the following listed conditions and limitations.

**HOURS OF OPERATION.**

[Insert Name of Event Organizer] area shall remain open from [Insert Start Time of Event ] to [Insert End Time of Event ] each day the Event is in progress, unless [Insert Name of Event Organizer] notifies [Insert Name of Vendor] of other hours of operation.

**INSTALLATION AND TEAR DOWN.**

[Insert Name of Vendor] shall set up the facilities for sale on [Insert Date], between [Insert Time]. [Insert Name of Vendor] shall remove his/her facilities for sale from the Building no later than [Insert Time] on [Insert Date].

**PAYMENT.**

[Insert Name of Vendor] is provided with the Space in the Building in exchange for $[Insert amount] to paid upon signing this Agreement. Space locations will be assigned by [Insert Name of Event Organizer] and provided to [Insert Name of Vendor] in advance of the Event.

[Insert Name of Vendor] agrees to also pay an amount equal to [Insert Percentage]% of [Insert Name of Vendor]'s gross daily receipts plus the applicable taxes. The term "Gross Daily Receipt" shall mean the total amount charged by Vendor, its employees, agents, or licensees, for all goods and merchandise sold or services performed, whether for cash or other consideration or on credit and regardless of collections, including but not limited to orders taken at the building.

**APPEARANCE.**

[Insert Name of Vendor] is responsible for cleaning and maintaining the Space provided in an organized and neat manner. This responsibility includes [Insert Name of Vendor]'s responsibility to remove bulk trash. Should [Insert Name of Vendor] fail to keep the Space in an orderly manner will result in additional removal fees.

**EXTRA SERVICES**

[Insert Name of Event Organizer] is not obliged to provide telephone, water, electrical and drain services to [Insert Name of Vendor]. [Insert Name of 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 the walls or columns of the building.

**QUALITY PRODUCTS.**

[Insert Name of Vendor] shall ensure the proper quality of the products sold. [Insert Name of Vendor] shall comply with all applicable laws as to the vendor's sales.

**EMPLOYMENT OF STAFF.**

[Insert Name of Vendor] will employ adequate staff at [Insert Name of Vendor]'s own cost in order to operate the Space provided by [Insert Name of Event Organizer].

**FOOD AND BEVERAGES.**

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

**INSURANCE.**

[Insert Name of Vendor] is solely responsible to obtain insurance coverage on property brought into the Building. [Insert Name of Vendor] assumes full responsibility for items left in the facility. [Insert Name of Event Organizer] accepts no liability for lost, stolen, or damages property and is not required to carry additional insurance to cover [Insert Name of Vendor]'s property.

**INDEMNIFICATION.**

[Insert Name of Vendor] agrees to indemnify and hold [Insert Name of Event Organizer] harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against [Insert Name of Event Organizer] that result from the acts or omissions of [Insert Name of Vendor] and/or [Insert Name of Vendor]'s employees, agents, or representatives. [Insert Name of Event Organizer] shall be solely responsible for insuring all applicable laws are followed and complied with in selling and presenting [Insert Name of Event Organizer]'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 insolvency or bankruptcy of either party.

c. 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.

d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

**REMEDIES.**

In addition to any and all other rights, a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have [Insert Number of Days] days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**FORCE MAJEURE.**

If the performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ARBITRATION.**

Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators, in turn, shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under 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 [Insert State].

**NOTICE.**

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**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 [Insert Name of Event Organizer] by [Insert Name of Event Representative] and on behalf of [Insert Name of Vendor] by [Insert Name] and shall be effective as of the date first written above.

**Organizer:**

[Insert Name of Event Organizer]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert Name of Event Representative]

**Vendor:**

[Insert Name of Vendor]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[Insert Name]