

# Sakawinow Music Festival Vendor Contract

This Vendor Contract, hereinafter referred to as “Contract,” is entered into and made effective as of **(Date)** by and between the following parties:

Sakawinow Music Festival Inc, a corporation, incorporated under the laws of the province of British Columbia, having its principal place of business at the following address:

Office: 7408 West Moberly Rd, Moberly Lake, BC, Canada, V0C1X0.

Mail: Po Box 2455, 5125 53st SW, Chetwynd, BC, Canada, V0C 1J0

Email: [Danieldezz@sakawinowmusicfestival.com](mailto:Danieldezz@sakawinowmusicfestival.com)

And

**(Vendors info and address)**

Email:

Hereinafter, “organizer” will refer to and be used to describe the following Party: Sakawinow Music Festival Inc. “Vendor” will refer to and be used to describe the following party: **(vendor Name)**. Organizer and Vendor may be referred to individually as “Party” and Collectively as the “Parties”.

## ***Recitals:***

*Whereas, Organizer will be hosting an event entitled as follow: Sakawinow Music Festival (The “Event”);*

*Whereas, Organizer is permitting certain vendors to sell at the Event;*

*Whereas, Vendor is a seller of goods, as discussed more fully below, and would like to sell at the Event;*

*NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:*

## **Article 1 – Scope**

This Contract sets forth the terms and conditions, whereby Vendor will be permitted to sell goods at the Event. Organizer agrees to provide space for Vendor at the Event, which space shall be chosen in advance. Organizer agrees to provide the following minimum amount of square footage for Vendor: 10x10 sq. Feet.

Neither Party is by virtue of this Contract authorized as an agent, employee, or legal representative of the other. Neither Party shall have the power to control the activities and operations of the other. The Parties’ status at all times will continue to be that of an independent contractor relationship.

## **Article 2 – Goods**

Vendor hereby warrants that the Goods being sold are of the utmost quality and are safe and legal to be sold under all applicable provincial and federal laws.

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### Article 3 – Description of Event

The details of the event are as follows:

**Name of Event:** Sakawinow Music Festival

**Description of event:** 3-day, 2-night Multicultural Music Festival, overnight camping, river access, Farmers market, Food Court, Kid zone, and Tons of music.

**Venue & Address of Event:** 9003 Hwy 97 South, Chetwynd, BC, Canada. 55°36'22.9"N 121°56'35.6"W

**Dates of Event:** August 18<sup>th</sup>, 2023 – August 20<sup>th</sup>, 2023

**Timing of Event:** August 18<sup>th</sup> (Friday) 12am – 11pm MST, August 19<sup>th</sup> (Saturday) 10am – 11pm MST, August 20<sup>th</sup> (Sunday) 10am – 4pm MST.

**Approximate Number of Attendees Expected:** 3500

Vendor is expected to remain open all hours of the Event unless specifically directed otherwise by Organizer.

### Article 4 – Setup and Takedown:

Vendor shall be permitted to set up any an all required facilities or items on the following date and time:

**Date for Setup:** August 17<sup>th</sup>, 2023

**Time for Setup:** 10:00am MST

Vendor shall have all required facilities or item taken down by the following date and time:

**Date for Takedown:** August 21<sup>st</sup>, 2023

**Time for Takedown:** 10:0am MST

### Article 5 – Staff:

Vendor shall maintain adequate staff at Vendor's own expense to ensure organizational flow at the Event.

### Article 6 – Payment:

To be permitted to sell Goods at the Event, Vendor shall pay Organizer the following percentage of gross daily receipts: 10% (10 Percent). Gross daily receipts shall mean the sum of the monies received by Vendor for goods sold that day, before itemized expenses and losses.

Organizer accepts the following forms of payment:

Cash, Debit, Credit, Cheque, Email transfer.

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Tax Statement: Any and all charges payable under this Contract are exclusive of taxes, surcharges, or other amounts assessed by the province or federal governments. Taxes imposed upon or required to be paid by Vendor or Organizer shall be the sole and Exclusive responsibility of each, respectively

### **Article 7 – Insurance:**

Vendor is responsible for maintaining adequate insurance as appropriate to Vendors Goods and sales. Organizer will not provide additional insurance coverage and will not be responsible for any damage or loss.

### **Article 8 – Cleaning:**

Vendor shall be responsible for maintaining the space provided by Organizer in a clean and orderly manner. Vendor shall be responsible for all trash removal at the close of the Event each day and at the close of the Event. If Vendor does not keep the space clean, Organizer may undertake the cleaning services and charge Vendor the amount needed.

### **Article 9 – No Responsibility for Water, Electric:**

Organizer is not responsible for providing Vendor any Water, Electric, Sewage, Telephone, or other extra services. If Vendor utilizes these services, Vendor is solely and exclusively responsible for payment.

### **Article 10 – No Fixtures:**

Vendor may not put any permanent fixtures, any items that Vendor would like to display must be temporary only.

### **Article 11 – Indemnity:**

Vendor hereby agrees to indemnify Organizer and all of Organizer's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of the Parties' relationship under the Contract or any transactions or matter connected with this Contract. This clause shall not be read to provide indemnification for Organizer in the event that a competent court of law, rendering a final judgment, holding that the bad faith, gross negligence, or willful misconduct of the Organizer caused the damage, liability, or loss.

### **Article 12 – Termination**

This Contract shall terminate automatically on the following date: August 31<sup>st</sup>, 2023

This Contract may also be terminated by either Party, upon notice in writing:

- A) If the other Party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;
- B) If the other Party commits a material breach of any term of this Contract that is not capable to be remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;

No on-going relationship between the Parties is contemplated. The Parties may decide, through an addendum to this Contract. To expand the scope of this Contract, but such expansion may only be in writing and with explicit terms.

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### Article 13 – General Provisions

- A) **Governing Law:** This Contract shall be governed in all respects by the laws of the province of British Columbia and any applicable federal law. Both Parties consent to jurisdiction under the province and federal courts within the province of British Columbia. Venue will be in the following country: Canada. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.
- B) **Language:** All communication made, or notices given pursuant to this Contract shall be in the English language.
- C) **Assignments:** This Contract, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or part by either Party.
- D) **Amendments:** This Contract may only be amended in writing signed by both Parties.
- E) **No Waiver:** none of the terms of this Contract shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Contract between the Parties. No waiver of any term or provisions of this Contract shall constitute a waiver of any other term or provisions or of the same provisions on a future date. Failure of either Party to enforce any term of this Contract shall not constitute waiver of such term or any other term.
- F) **Entire Agreement:** This Contract constitutes the entire agreement between Parties and Supersedes any prior or contemporaneous understanding, whether written or oral.
- G) **Headings:** Headings to this Contract are for convenience only and shall not be construed to limit or otherwise affect the terms of this Contract.
- H) **Counterparts:** This Contract may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Contract is to be considered effective as of the date that both Parties have signed the contract, which may be the later date.
- I) **Force Majeure:** Vendor is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature, and natural disasters, and other acts which may be due to unforeseen circumstances, such as supplier strikes or labour disputes.
- J) **Notices Electronic Communications Permitted:** Any notice to be given under this Contract shall be in writing and shall be sent by Canada Post, or email, to the address of the relevant Party set out at the head of this Contract or other address as that Party may from time to time notify the other Party in accordance with this clause.

Notice sent as above shall be deemed to have been received 5 business days after the day of posting (in the case of Canada Post), or next business day after the date of posting (in the case of Email)

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.