

SUN'S OUT BUNS OUT 2024 VENDOR AGREEMENT



VENDOR INFORMATION

Vendor Name: _____

Contact Name: _____

Phone Number: _____ Email: _____

Service/Product Description: _____

LOCATION: INDOOR OUTDOOR FOOD TRUCK

PAID: Venmo PayPal Cash Check # _____

DATES: SAT. 08/03/24 SUN. 08/04/24 BOTH APPROVED BY: _____

AGREEMENT

This Vendor Agreement ("Agreement") made this _____ by and between _____ ("Vendor") and **Romeo Rabbit Rescue, LLC 501c3** ("Host"). Host and Vendor are hereinafter sometimes individually referred to as "Party" and collectively as the "Parties."

- a. The Host has rented the property for the event, **Sun's Out Buns Out** to take place on **Saturday, August 3rd, and Sunday, August 4th, 2024**. The event will occur at the **VFW Post 2052 located at 70455 McVicar Rd. Bruce Township, MI 48065** ("Property").
- b. This Vendor Agreement is not intended to create or imply a joint function, joint venture, or joint enterprise between the Vendor and the Host.
- c. The Vendor understands that the fees of **\$40** for an indoor space, **\$30** for an outdoor space, and **\$65** for a food truck, each fee per day, paid for this event to the Host is non-refundable under all conditions.
- d. The Vendor fee paid for space at the event covers space for a 10' space with allowance for an 8' table and two chairs that will not be provided by the Host but must be provided by the Vendor, should Vendor choose to have these items. Outdoor spaces will be allowed to have Vendor provided tents placed in the Vendor space.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Subject to the terms and conditions contained in this Agreement, Host grants to Vendor a license (the "License") to use portions of the Property as designated by Host to sell craft/bunny/domestic pet goods and services.

Saturday, August 3rd, 2024 10 AM to 5 PM (set up @ 8:00 AM, clean up until 6 PM)

Sunday, August 4th, 2024 11 AM to 3 PM (set up @ 10 AM, clean up until 5 PM)

2. Vendor's Responsibilities

- a. Vendor is solely responsible for any and all supervision and security services associated with its use of the Property.
- b. Vendor is responsible for providing all of its own equipment and materials to conduct business as well as its own setup and tear down of said equipment and materials.
- c. Vendor is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Property prior to and subsequent to each use to determine the suitability of the Property for any contemplated use and to identify any potential safety hazards or dangerous conditions. Vendor shall take all reasonable measures to protect volunteers, staff, participants, spectators, visitors, guests, officials, etc, from known safety hazards or potential risks. Vendor shall promptly advise the Host of any known safety hazards or potentially dangerous conditions.
- d. Vendor shall immediately advise the Host of any damage made to the Property.
- e. Vendor shall be responsible for any damage done to Property and shall fully and promptly reimburse Host for all costs and expenses incurred by Property owner or Host in repairing and/or remedying said damage.
- f. In use of said Property, Vendor shall comply fully and shall cause its employees, agents, contractors, volunteers and invitees to comply fully with all applicable federal, state, county and local laws, rules and regulations.
- g. Vendor fully understands and agrees that the Property and Host do not assume the care, custody, or control of any personal property or equipment brought upon the Property. Vendor is solely responsible for the care, custody, and control of any property or equipment brought onto the property.
- h. Vendor fully understands and agrees that the Host does not assume any liability for property lost, damaged, or stolen on Property or for personal injuries sustained on the premises during Vendor's use of any Property.

- i. Vendor shall indemnify and hold harmless the Host and its Board, founder, volunteers, and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the use of the premises or of any business or activity thereon, or any work or thing whatsoever done, or condition created in or about the premises during the use; (ii) any act, omission, wrongful act or negligence of Vendor or any Vendor's contractors or subcontractors, or the directors, officers, agents, employees, invitees of Vendor or Vendor's contractors or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or at the premises, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Vendor shall similarly protect, indemnify and hold and save harmless the Host and its Board, founder, volunteers, and agents from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Vendor's breach of any of its obligations under or Vendor's default of any provision of the Agreement.

3. No Third Party Beneficiary

This Vendor Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

VENDOR

ROMEO RABBIT RESCUE - EVENT COORDINATOR

DATE

DATE