



# VENDOR AGREEMENT

## VENDOR INFORMATION

Date of Application: \_\_\_\_\_ Contact: \_\_\_\_\_

Organization/Company: \_\_\_\_\_

Selling: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## EVENT INFORMATION

Description of Event: CaminArte

Date of Event: 06/03/16 Time of Event: 5-9pm

Set-up Date: 06/03/16 Set up Time: 3-4pm

Clean-up Date: 06/03/16 Clean up Time: 9-9:30pm

## SUMMARY OF CHARGES

Vendor Fee: \$20

Other Fees: \_\_\_\_\_

TOTAL CHARGES: \_\_\_\_\_

Payment type:  CASH  CHECK # \_\_\_\_\_  CREDIT CARD

Payment Amount: \_\_\_\_\_ Date received: \_\_\_\_\_

I have read and understand the terms, agreements, conditions and all other stipulations as they have been outlined in this vendor contract. Furthermore, my signature verifies that I accept all terms, conditions and stipulations set forth in this agreement.

\_\_\_\_\_  
Vendor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director's Signature

\_\_\_\_\_  
Date

## **TERMS AND AGREEMENT**

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This contract is by and between the Laredo Center for the Arts, hereinafter referred to as The Center, and Applicant Vendor, hereinafter referred to as Vendor.

### **I. Description of Space and Equipment**

The Courtyard is a fenced, outdoor patio. It is approximately 1,000 square feet and accommodates up to 100 people, standing room.

The Center will assign booths areas on a first-come-first-paid basis.

Vendor agrees to clean up his/her designated areas at the end of the event. Designated areas include the space inside and behind the booth. Clean up includes taking down of decorations and attachments to the booth and picking up trash in designated area. Tables and chairs should be left in designated areas for the Center's staff to pick up.

If Vendor requires electrical power, it is Vendor's responsibility to inform the Center 24 hours prior to the event in order to accommodate Vendor.

### **II. Vendor Responsibility**

Vendor should pay all applicable fees to the Center 24 hours prior to the event.

Vendor is responsible for bringing their own tables, chairs, tents, tablecloth, etc. necessary for their sales. If the Center is asked, it will provide Vendor with one (1) rectangular table and two (2) chair for a \$20 onetime non-refundable fee to be charged per booth to Vendor prior to the event stated above.

Vendor must inform the Center no less than 24 hours prior to setup of the event if they are requiring any accommodations from the Center.

All booths shall remain open to the public and adequately staffed throughout the agreed time on the contract.

### **III. Access and Parking**

If event requires an entrance fee, Vendor will be provided with two (2) entrance passes for booth workers. If extra passes are required, Vendor must provide proof of volunteers/workers for extra passes.

Vendor set up and clean up time is stated above in the contract. Vendor must remove all vehicles used to transport items for sale and/or equipment from the event grounds no later than 30 minutes prior to the start time of the event.

### **IV. Indemnification**

The Vendor shall at all times indemnify and hold harmless the Center, its staff, and volunteers from any loss, cost, damage, liability, or expense which arises out of or by reason of any act or omission of the Vendor and his/her employees or agents.

Non-compliance to any of the requirements in this contract shall be deemed in breach of contract, and the Center will have the right to evict Vendor, and its workers from the premises, close the booth(s) and terminate sale activities immediately.

#### VII. Limitation or Liability

Reasonable care will be taken to ensure the safety of all artwork and other fixtures (furniture, etc.). However, the Center shall not be liable to the Vendor for any special, indirect, or consequential damages, including but not limited to lost profits, loss of use, and costs of replacement, caused by the Center breach of warranty or negligence, which does not amount to the Center willful or intentional wrong doing.

The Center reserves the right to limit and/or reject the choices of items to be sold.

#### VIII. Additional Terms

There shall be no soliciting information of any political party throughout the event.

Smoking is strictly prohibited inside the Laredo Center for the Arts and its associated buildings and properties. A penalty fee of \$500 will be deducted from the security deposit if any evidence of smoking is detected.

No nails, single-sided or double-sided tape, fixatives or other adhesives may be used on the walls absent the Laredo Center for the Arts consent. Center staff must be consulted on hanging artwork. Damage to the wall as a result of improper hanging is the responsibility of the Vendor.