

Paid

Insurance

2012 Cotee River Bike Festsm MERCHANDISE VENDOR CONTRACT

Vendor locations will be decided on a first come first serve.
Your deposit of 50% will allow you to pick your location.

THIS AGREEMENT, made this _____ day of _____, 20____ is between the West Pasco Chamber of Commerce, Inc., hereinafter known as the "Chamber" and _____ hereinafter known as the "Vendor".

WHEREAS, the Chamber and the Vendor desire to cooperate in order to produce and promote an event known as the **Cotee River Bike Festsm**.

NOW THEREFORE, in consideration of the promises herein contained, the parties hereby agree as follows:

1. APPOINTMENT OF VENDOR: The Chamber hereby appoints

Vendor accepts such appointment and agrees to perform the duties and responsibilities provided for herein as a VENDOR authorized to sell the following product(s): **You must send or email a photo of your setup to insure proper placement by September 16, 2011**

2. DATES & Times OF ACTIVITY: October 12th, 2011 5 p.m. – 10 p.m. - October 13th, 2011 9 a.m. – 10 p.m.
October 14th, 2011 9 a.m. – 4 p.m.

Execution of this contract obligates the vendor to be actively selling its authorized product(s) for the entire term of the event during normal hours of operation.

LOCATION OF ACTIVITY: _____

3. AUTHORITY OF VENDOR: In performing its obligations Vendor shall have the powers and authority reasonably necessary in order to carry out said responsibilities. In no event, however, shall the Vendor be deemed a partner or joint venture as a result of this Agreement. Vendor agrees to hold harmless the Chamber against any and all claims, debts, and liabilities arising as a result of the activities of the Vendor.

4. PERFORMANCE: The Vendor shall use its best efforts to promote and produce the event including such services as marketing, sales and labor as agreed to by the parties. It is the responsibility of the Vendor to be open and serving the public during all scheduled activities as defined above in Paragraph 2. Failure to perform satisfactorily could result in Vendors dismissed for future events.

5. FEES: It is understood and agreed upon that:

a) Upon signing of this agreement, the Vendor shall pay the chamber 100% of the cost of the rental space, as set forth in the price schedule below.

******20% OFF IF YOU SIGN UP BEFORE August 31, 2012******

10w X 10d Space \$225.00	10w X 20d Space \$375.00	20w X 10d Space \$420.00
30w X 10d Space \$550.00	20w X 20d Space \$580.00	40w X 10d Space \$600.00
30w X 20d Space \$855.00	40w X 20d Space \$1,120.00	

b) Vendor understands that the entire fee and all monies collected for the space are non-refundable.

c) **The vendor shall be responsible for maintaining the vendor's space and surrounding area in a clean and orderly fashion. If a vendor fails to maintain their area, the Chairman of Cotee River Bike Festsm and/or his designee will issue a warning to the offending vendor, thereby allowing the vendor time to rectify the situation. If the vendor fails to comply with the maintenance request, the Chairman of Cotee River Bike Festsm and/or his designee will immediately advise the vendor of the assessment of a maintenance fee in the amount of \$100.00 per day until the offense is rectified. This fee shall be payable immediately upon the close of the event. Failure to maintain the area and immediately pay the fee, if assessed, will result in the vendor not being invited to participate in future Chamber events. Vendor must clean up their area after closing on Sunday or they will receive a clean up charge of \$100.00.**

d) **Any tent with a footprint more than 100 sq. ft. must display a flame retardant certificate.**

e) No vendors will be able to drive into the venue after 3:00 p.m. on Friday and after 8:30 a.m. on Saturday. By order of the New Port Richey Police.

f) No obscene merchandise, as determined by Cotee River Bike Festsm sole discretion, is to be displayed or sold at the event. Violation of this policy may result in the immediate ejection from the event and loss of booth fee.

g) No merchandise that could be considered DRUG PARAPHERNALIA will be allowed as determined in Cotee River Bike Festsm sole discretion i.e., pipes, bongs, clips, rolling papers, etc.

h) No Water, Food or Beverages will be allowed to be sold from your booth. This also includes giving it away.

i) We do not offer "exclusive merchandise category"

j) No wording of OFFICIAL EVENT Merchandise will be allowed on any signage. Cotee River Bike Festsm reserves all rights to any and all official event merchandise.

k) Merchandise displaying any wording reference to "Cotee River Bike Festsm", New Port Richey 2012 or New Port Richey will not be allowed. The Cotee River Bike Festsm reserves the exclusive right to the sales of Cotee River Bike Festsm T-shirts, Pins, Patches and all official event merchandise.

l) Electricity is available but very limited, Cotee River Bike Festsm doesn't guarantee electricity but will work to try and accommodate everyone. If you need electricity please be ready to provide your own.

6. * ALL FOOD VENDORS MUST CONTACT J&B SALES 352-793-9124 We are not excepting any new food vendors for 2012**

7. INSURANCE: Upon signing this agreement, the Vendor shall provide the Chamber a certificate of Commercial General Liability Insurance that includes Bodily Injury, Property Damage and Non Owned & Hired Auto coverage with a minimum liability amount of \$500,000 naming the West Pasco Chamber of Commerce, Inc. and the City of New Port Richey as additional insured. No Vendor will be allowed to set up if they have not paid and given proof of insurance.

8. RESPONSIBILITIES: It shall be the responsibility of the vendor to investigate and comply with all city, county, state and federal laws as they relate to the conduct of its efforts. If the Vendor violates city, county, state, federal or other governmental statute, law, rule, regulation or ordinance, or conduct itself in a manner so as to circumvent, evade or skirt any city, county, state, federal or other governmental statute, law, rule, regulation or ordinance, or in any way creates a bad public image or adverse publicity for the Chamber, the Chamber may, upon investigation of the facts and circumstances surrounding said events, terminate this Agreement. Such termination shall be considered effective on the date the Chamber gives oral or written notice of said termination. In no event shall termination be arbitrarily exercised by the Chamber against the Vendor. The West Pasco Chamber of Commerce, Inc. has the right to reject any vendor or exhibitor that the Chamber, in its sole and absolute discretion, determines to be unacceptable or offensive and may have a vendor removed during the event for such activity.

9. PROHIBITIONS: Domesticated animals, except service animals, in accordance with City of New Port Richey Code will be strictly prohibited. Distribution of any literature or promotional materials during the Cotee River Bike Festsm is also prohibited. Failure to comply may result in immediate dismissal. Vendor shall be prohibited from parking any storage trailers in Sims Park

10. NOTICE: Any notice to be given under this agreement by either party to the other shall be in writing and may be effected by personal delivery or by registered or certified mail, return receipt requested. Notices delivered personally shall be deemed communicated at the time of delivery. Mailed notices shall be deemed communicated as of the time of mailing. Notice shall be sufficient if made to the Vendor at the last known address, and to the Chamber at its principal office.

11. ATTORNEYS' FEES: In the event of any default in the performance of the obligations of the Vendor under the terms of this agreement, Vendor shall be required to pay any legal costs incurred by the Chamber in the enforcement of any provision of this agreement, including reasonable attorney's fees at both the trial and appellate levels, in addition to any other relief to which the Chamber may be entitled.

12. **INDEMNIFICATION:** Vendor agrees to indemnify, defend, and hold harmless the Chamber and each of its members, agents, employees, officers, and directors from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, including but not limited to attorney's fees and court costs, which in any manner may arise or be alleged to have arisen from the presence, activities and omissions of the Vendor, his agents or employees, at or adjacent to the location of the activity specified in this agreement, including, but not limited to, any claims for bodily injury or death of any persons and for any loss or damage to property.

13. GOVERNING LAW: This agreement shall be governed by the laws of the State of Florida. It constitutes the complete and exclusive statement of the Agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties relating to the subject matter of this agreement. Venue for any litigation shall be in Pasco County, Florida.

14. VALIDITY OF AGREEMENT: If any provision or provisions of this Agreement shall be held to be invalid, illegal or not enforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. No assent expressed or implied to by breach of one or more of the covenants and agreements hereof shall be deemed to be a waiver of any succeeding or other breach.

15. TERMINATION: If the Vendor defaults in the performance of any of the terms or conditions of this agreement and fails to cure the default within five (5) days after service of written notice of the default, the Chamber shall have the right to terminate this agreement without further notice.

16. ENTIRE AGREEMENT: This agreement contains the entire agreement of the parties relating to the activities of the Vendor. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, extension, modification or discharge is sought.

TIME FOR ACCEPTANCE OF OFFER: If this offer is not executed by and delivered to all parties on or before

_____, **this offer shall be withdrawn.**

IN WITNESS WHEREOF, the parties have executed this Agreement the day and the year first set forth above.

BY: _____
West Pasco Chamber of Commerce, Inc.

BY: _____
Vendor Signature

Name & Title

Name & Title

Vendor Company Name _____

Vendor Contact Person _____

Mailing Address _____

City _____ **State** _____ **Zip** _____

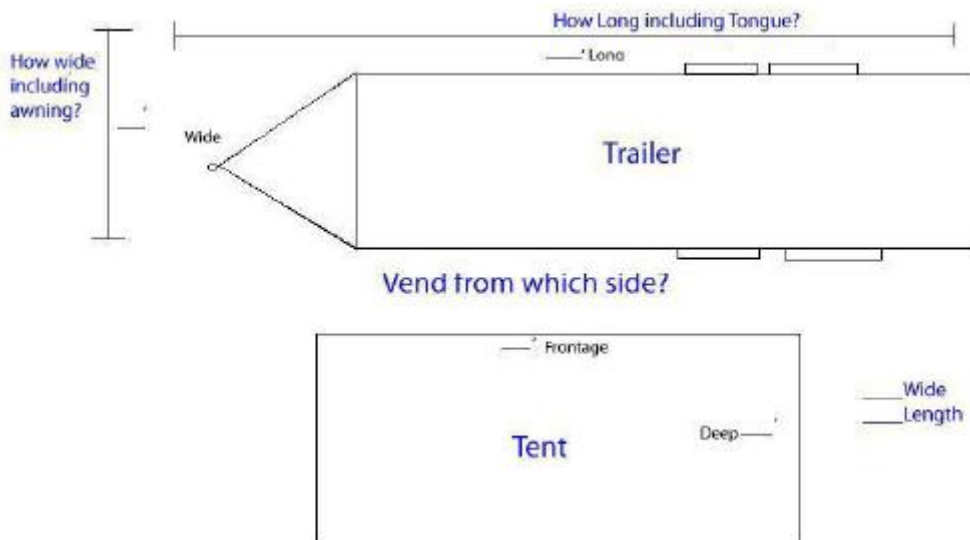
Phone _____ **Fax** _____ **Email** _____

Mail Payment To: West Pasco Chamber of Commerce

5443 Main Street, New Port Richey, FL. 34652

Office 727-842-7651 · Fax 727-848-0202

Space Layout.



Extra

Requirments: _____

