

# Vendor Agreement

This Vendor Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of \_\_\_\_\_ by and between the following parties:

Riverside Cemetery Foundation, a non-profit foundation set up under the laws of the state of Ohio, having its principal place of business at 3607 Pearl Road, Cleveland, OH 44109 with an email address of riversidecemetery.cle@gmail.com.

AND

\_\_\_\_\_, whose principal place of business has an address of \_\_\_\_\_ and email address of \_\_\_\_\_.

Hereinafter, "Organizer" will refer to and be used to describe the following party: RIVERSIDE CEMETERY FOUNDATION. "Vendor" will refer to and be used to describe the following party: \_\_\_\_\_. Organizer and Vendor may be referred to individually as "Party" and collectively as the "Parties."

## **RECITALS:**

*WHEREAS, Organizer will be hosting an event entitled "Riverside Cemetery's Music and Arts Festival" (the "Event")*

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

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

*NOW, therefore, in consideration of the promises contained herein, as well as other good and valuable consideration, the Parties do hereby agree as follows:*

## Article 1- SCOPE:

This Agreement sets forth the terms and conditions whereby Vendor will be permitted to sell certain goods at the Event, subject to the items listed herein. Organizer agrees to provide space for Vendor at the Event, which space shall be chosen in advance. Organizer agrees to provide the following amount of square footage for Vendor: \_\_\_\_\_ sq. ft.

Neither Party is by virtue of this Agreement 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 is engaged in the business of selling the following goods (the "Goods"):

---

---

---

The Goods listed herein are the only goods permitted to be sold at the Event.

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

## Article 3 – DESCRIPTION OF EVENT:

The details of the Event are as follows:

Name of Event: Riverside Cemetery's Music and Arts Festival

Description of Event: A community event being held with the purpose of showcasing multiple art genres and local musical talents while bringing awareness to the beauty and historical significance of Riverside Cemetery.

Venue & Address of Event: Riverside Cemetery 3607 Pearl Road Cleveland, OH 44109

Date of Event: Sunday, July 28, 2024

Time of Event: 1pm to 4 pm

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

## Article 4 – Set up and takedown:

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

Date for Set up: Sunday July 28, 2024

Time for Set up: 10:00 am

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

Date for Take down: Sunday July 28, 2024

Time for Take down: Completed by 6 pm

## 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 the Goods at the Event, Vendor shall pay Organizer the following fee:

\_\_\_\_\_ \$30 (Vendor provides their own Set Up)

\_\_\_\_\_ \$45 (Organizer provides one 6ft table and 2 chairs)

Organizer will not request a percentage of Vendor's sales.

Organizer can accept payment by cash, check, or money order. Vendor spots are not guaranteed until contract is signed and returned with payment made.

Tax Statement: All charges under this Agreement are exclusive to taxes, surcharges, or other amounts assessed by state 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 Vendor's 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.

## Article 9 – No Responsibility for water, electric:

Organizer is not responsible for providing Vendor any water, electric, sewage, or other extra services unless otherwise agreed upon.

## Article 10 – No fixtures:

Vendor shall not be permitted to attach anything to the premises where the Event is being held, including signs or posters. All 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 this Agreement or any transaction or matter connected with this Agreement. This clause shall not be read to provide indemnification for Organizer in the event that a competent court of law, rendering a final judgement, holds that the bad faith, gross negligence, or willful misconduct of the Organizer caused the damage, liability, or loss.

*EXECUTION:*

*Vendor:*

*Business Name:* \_\_\_\_\_

*Representative Name:* \_\_\_\_\_

*Representative Signature:* \_\_\_\_\_

*Fee Accompanying this contract: \$* \_\_\_\_\_

*Organizer:*

*Business name: Riverside Cemetery*

*Representative Name: JAMIE OWENS*

*Representative Signature:* \_\_\_\_\_