

VENDOR AGREEMENT OF UNDERSTANDING

Vendors Must Initial ALL Items of Agreement

1. **Vendor Agreement** - This agreement, properly executed and understood by applicant (Vendor), and shall, upon written acceptance and notification of booths assigned by the GLO vendor coordinator constitutes a valid and binding agreement. GLO has sole discretion to reject any applicant for any reason.
2. **Vendors are NOT permitted to sell ANY beverages.** Initials _____
3. **Food Vendor Space Rental** - Exhibit space rental includes, per application, a covered tent space per request and fee, including space, one 6 ft table and access to general waste disposal container, water access for food vending and a 110 electrical outlet provided as part of the tent cost to Vendors. Additional amenities & power are available at additional costs. Initials_____
4. **Space Assignments/Cancellations** – The Event Staff will assign Vendor space approximately 10 days prior to event. Space is assigned in a “first come first served” basis. This contract is binding and non-cancelable. In the event of nonparticipation in GLO, LLC vendor forfeits all fees paid under the terms of the contract. GLO, LLC does reserve the right to cancel any Vendor booth prior to the event date with full or partial refund to Vendor. Any approved assignee shall be subject to all the provisions and requirements of this contract. Initials_____
5. **Liability** - This agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between GLO and Vendor. Vendor hereby agrees to and does indemnify, hold harmless and defend GLO, and their respective agents and officers, and facility from and against any and all liability, responsibility, loss, damage, cost or expense of any kind whatsoever (including but not limited to cost, interest and attorney's fees) which GLO may incur, suffer, be put to, pay or be required to pay, incident to or arising directly from any act or omission by Vendor of any of its employees, servants, or agents. Vendor further agrees that GLO, its agents, officers, successors, and their respective agents, employees and the facility shall not be responsible in any way for
 - (a.) damage, loss or destruction of any property of Vendor, or
 - (b.) injury to Vendor or its representatives, agency, employees, licensees or invitees. Initials_____
6. **Insurance** – ALL Vendors must show proof of a certificate of liability and provide a copy to the Vendor Coordinator 5 days prior to event.
7. All food sold by vendors shall be of human approved consumption. All permits to the effect needed to operate as a Food Vendor are included in the cost of booth space. Food vendors are required to follow all requirements of the Local Health Department.
8. **Merchandise / Crafts** – The product/service must be appropriate for a festival family event. Vendors accepted will be judged on a non-discriminatory basis on compatibility with overall theme/audience of the Event. Health-related and Public Safety programs and/or merchandise are allowed with written permission from the Special Events Department. NO, drug paraphernalia, illicit material, pornography or products of any sexual nature will be allowed and are grounds for expulsion. Initials_____
9. **Warranties** - It is expressly recognized and understood that GLO makes no warranties, representations, promises or commitments regarding the number of vendors participating in GLO; the number of individuals attending GLO; or the projected success of the Event. GLO shall not be liable for loss or damages that may be caused by poor attendance, too few vendors, or any other circumstances that vendor may deem to have adversely impacted their participation in the event. Initials_____

10. **Sampling/Demonstrations** – Vendor is prohibited from selling merchandise, distributing literature, performing an activity, etc. from an area other than their booth space. Violation of this rule will result in forfeiture of booth space and no portion of the registration fee shall be refunded. Vendor is permitted to decorate its booth space as it pleases; however, GLO strives to create a polished, professional appearance throughout the event. **Vendors are NOT permitted to sell ANY beverages.** All material draped from the booth must meet City fire laws. The Vending Coordinators reserves the right to require modifications of any exhibit. Vendor provide food cost signage, and with staff approval, may provide additional signage. Initials_____

11. **Compliance** - Vendor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized Local, State, and Federal governing bodies concerning fire, safety, health, and all applicable taxes together with the facility rules and regulations and the display rules and regulations issued by GLO staff. Initials_____

12. **Management** - Vendor further agrees that the conditions rules and regulations are a part of the contract and that said Vendor agrees to be bound by each and all of these conditions, and that GLO staff shall have the full power to interpret, amend and enforce all rules and regulations in the best interest of the festival. Initials_____

13. **Visual & Audio Displays** - Audio equipment and visual displays are not allowed within the Vendor's contracted booth space. Lewd, profane, violent, sexually explicit, or otherwise offensive staff conversations or visual/printed material is not allowed. GLO shall have the right to monitor, control and terminate such acts or displays of disrespect to the family festival in all booth areas. These violations are grounds for expulsion and vendor booth forfeiture. Initials_____

14. **Move-In & Move-Out** - Vendor agrees to arrive during the “Load In” and leave at the “Load Out” assigned times. Vendor and booths must remain intact for duration of event. No other move-in times will be provided. It is suggested that vendor provide their own dollies and trucks to expedite move-in and move-out. Initials_____

First Name: _____ Last Name: _____

If Business, Company Name: _____

Vendor Signature

Print Vendor Name

Date Agreement Initialed & Signed