

Shelby County Historical Society, Inc



at the
Shelby Iron Works Park

Physical Address
10268 Highway 42
Shelby, AL 35143-0176

Mailing Address
P. O. Box 457
Columbiana, AL 35051

email: fphebert@gmail.com

VENDOR AGREEMENT

This Vendor Agreement (“Agreement”) is between Shelby County Historical Society, Inc. (SCHS, Inc.) and the vendor named below:

Vendor: _____

Contact Person: _____

Address: _____

Phone: _____ email: _____

Description of items to sell: _____

Whereas, SCHS, Inc. is hosting an event known as the Fall Festival (“Event”) to occur at the Shelby Iron Works Park (“Park”) on October 13, 2018 and has the right to license concessions to vend at and during the Event, and

Whereas, Vendor desired to participate at and during the Event, and has paid the SCHS, Inc. the sum of \$20.00 for a license to vend at and during said Event,

Now, therefore, the parties agree as follows:

1. Vendor agrees to abide by all rules and regulations as outlined in the Agreement and any other rules and regulations the SCHS, Inc. might deem necessary and proper, and upon notice to Vendor, all said rules and regulations shall become part of this Agreement and binding upon the parties.
2. No exhibit, sales presentation or use of Vendor’s booth by Vendor shall be permitted that interferes with the use or appearance of other vendors or impedes access to other vendors’ booths.

3. It is the sole responsibility of Vendor to comply with all copyright and trademark restrictions relating to any materials offered by Vendor and/or used in Vendor's booth.
4. Vendor shall comply with all Federal, State, County and Municipal laws and regulations with respect to the items offered by Vendor.
5. Vendor shall not offer/sell any guns, food, drinks, alcohol, or pornographic materials. SCHS, Inc., in its sole discretion, may determine items of Vendor to be unfit for display and sale at the Event and shall cause the items to be removed for the sale area.
6. It is the sole responsibility of Vendor to collect and remit the appropriate sales tax on all sales.
7. Vendor shall have access to the location agreed upon by the parties no less than 2 hours before the Event's commencement for the purpose of setting up Vendor's station, goods and other things necessary and reasonable to vending at the location. Vendor shall be responsible for setting up and tearing down all units he/she sets up at the Event.
8. SCHS, Inc. cannot guarantee but will make reasonable efforts to accommodate all requests from Vendor.
9. All trash, papers, boxes, etc. must be carried away by Vendor. Vendor shall leave the location clean of trash and substantially in the condition it was before Vendor occupied it.
10. SCHS, Inc. shall allocate and assign specific space to Vendor, in its sole discretion.
11. Vendor hereby agrees to indemnify and hold harmless SCHS, Inc., its officers, directors and members against any damages or claims that may arise in connection with Vendor's presence at the Event and Vendor's activities of any kind.
12. Vendor acknowledges that SCHS, Inc. and the Park do not maintain insurance covering Vendor's property and Vendor has the sole responsibility to obtain business interruption and property damage or theft insurance covering such losses by Vendor.
13. Vendor agrees to waive any claims for damages, except for the return of any fees paid to SCHS, Inc., if for any reason the event is cancelled, or interrupted, in whole or in part.
14. Vendor agrees it will not hold or attempt to hold SCHS, Inc., its officers, directors or members, responsible for any losses or injuries sustained by Vendor or Vendor's employees or affiliates at the Event or during the set up or dismantle and load out, including without limitation loss, theft, fire, destruction, or damage in any manner or nature to any of Vendor's property, or personal injury or death. Vendor's signature on this Agreement expressly releases SCHS, Inc. and the Park from any and all losses.
15. Vendor shall provide his/her own workers and equipment, including extension cords and extra lighting to operate his/her own booth.
16. Any disputes arising under this Agreement will be decided in accordance with the laws of the State of Alabama.

17. The parties acknowledge and agree that Vendor is an independent contractor and not an employee, representative or agent of the SCHS, Inc.

I understand and will abide by this Agreement:

Shelby County Historical Society, Inc., by its authorized representative:

_____	_____	_____
Printed Name	Signature	Date

Vendor by its authorized representative:

_____	_____	_____
Printed Name	Signature	Date

Application Fee: _____

8/2018