

Vendors: Please read the below Vendor Agreement, and complete the form at the bottom of the page to confirm that you acknowledge and agree to the terms.

BELC Family Fun Day - Vendor Agreement

This Pop Up Shop Vendor Agreement (the “Agreement”) is between:

1. Branford Early Learning Center (BELC), and
2. VENDOR (hereinafter “you” or “Vendor”), as indicated on your submitted vendor agreement.

WHEREAS, BELC is the Organizer of the Family Fun Day Pop Up Market (Market) at BELC located at 16 Birch Rd., Branford, CT 06405, and

WHEREAS, Vendor is engaged in the business of selling Family-oriented Goods or Services.

It is agreed that:

PURPOSE. BELC agrees to provide Vendor space to sell Vendor's goods or advertise services at the Market. Vendor's use of the Building is limited to the outdoor space selected by BELC as identified prior to the event. In general, Vendor is guaranteed a minimum of 4 x 6 square feet of space. Vendor accepts the opportunity to be a participating Vendor at the Market on June 29, 2019 (rain date June 30, 2019). Vendor hereby accepts the following conditions and limitations contained in this Agreement.

HOURS OF OPERATION. The Market event area shall remain open from 10:00 AM to 4:00 PM, weather permitting. In the event of unforecasted heavy rain, the event may be shut down early.

INSTALLATION AND TEAR DOWN. Vendors will have access to their space beginning at 8am on June 29th and should be completely set up by 9:30am. Vendor shall remove his/her display/sale items no later than 5:00pm on June 29th. Space locations will be assigned by BELC.

PAYMENT. Vendor is provided with the Space in exchange for a tax-deductible charitable donation to BELC of \$25 to be paid upon signing this Agreement. **The Space Rental Fee is**

non-refundable except in the event of a total cancellation. Use of the rain date is not grounds for a refund.

RENTAL SPACE.

a) Assignment of Space. Vendor acknowledges that the size, location and configuration of the vendor Spaces may vary. BELC shall be entitled, in its sole discretion, to market, position and determine assignment of Spaces to all vendors, including the Vendor, within the Market; and provided further that Vendor hereby accepts all such determinations as final.

(b) There is no transfer, assignment, sublicensing, or subletting of the Space to any third party in any form whatsoever. In addition, Vendor shall not market, display or sell merchandise of any third party without prior written approval from BELC.

APPEARANCE. Vendor is responsible for using and maintaining the space provided in an organized and neat manner.

DISPLAYS AND SIGNS. All displays must fit within the parameters of vendor space and cannot contain any images or text that would not be considered family-friendly.

QUALITY PRODUCTS. Vendor shall ensure proper quality of the products sold. Vendor shall comply with all applicable laws as to vendor's sales.

INSURANCE. Vendor is solely responsible to obtain insurance coverage on property brought onto BELC grounds. Vendor assumes full responsibility for items left on the property after the termination of this agreement. BELC accepts no liability for lost, stolen or damages property and is not required to carry additional insurance to cover Vendor's property.

INDEMNIFICATION. Vendor agrees to indemnify and hold BELC harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against BELC that result from the acts or omissions of Vendor and/or Vendor's employees, agents, or representatives, or are in any way related to Vendor's products or services.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

a. The failure to make a required deposit when due;

b. The failure to make available or deliver the Vendor's items in the time and manner provided for in this Agreement.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non- performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Connecticut.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the

address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

ASSIGNMENT. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

SIGNED:

BELC Representative

_____ Date:
Name

Vendor
_____ Date:
Name

Vendor Information

_____ Phone
Contact

_____ Type of Business
Name of Business

_____ Website/Facebook Page
Email