

TERMS AGREEMENT by and  
between  
Connecticut Specialty Events  
Company LLC and  
\_\_\_\_\_ dated  
as of \_\_\_\_\_, 2022

This GENERAL TERMS AGREEMENT (“Agreement”), dated as of \_\_\_\_\_, 2022 is entered into by and between Connecticut Specialty Events Company LLC (“CSEC”) and \_\_\_\_\_ . NOW THEREFORE: In consideration of the mutual covenants and terms contained in this agreement, Connecticut Specialty Events Company LLC, and \_\_\_\_\_ mutually agree as follows:

1. TERM

This General Terms Agreement shall serve as a binding contract between the parties. Appendix 1 contains all of each specific event’s pricing, date, time, location details and is hereby incorporated by reference;

2. PROPOSED ITEMS FOR SALE

For each event, vendors shall submit a list of items offered for sale at each event. Once such list has been accepted by CSEC, there will be no modifications made to such list without CSEC’s written permission (emails are acceptable). Any Vendor found in violation of this section, shall immediately cease the sale of items not authorized and may be asked to leave the event or not be allowed to return to future CSEC events and no refunds shall be provided. (LEMONADE PROHIBITED)

Proposed items for sale

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3 DAMAGE / CLEANINGNESS / FORGOTTEN ITEMS

CSEC requires that each Vendor leave their assigned space clean and without damage. If a

Vendor leaves their assigned space unclean or with loose debris or damages any property of CSEC or the Venue ( in CSEC or Venue's sole discretion), a fine shall be assessed to the Vendor ( again at CSEC or Venue's sole discretion). In the event a vendor leaves any of the Vendor's property at the event site, CSEC is not responsible, but at CSEC's sole discretion, may gather such property and store such property at the owners expense. All trash must be disposed of in provided cans.

CSEC shall not be liable for any damage to any Vendor's property, merchandise, or product, including but not limited to the Vendor's vehicles and/or tents etc.

#### 4. APPEARANCE / SAFETY

CSEC requires that all Vendor's tables/tents are kept in a professional appearance and don't pose any type of risk to CSEC employees, the public, or anyone else. CSEC also expects all vendors to have their employees and representatives wear professional attire, be clean shaven, and well-groomed. CSEC also reserves the right to inspect any space for any offensive lettering, characters, or graphics that may offend a segment of the public. AT CSEC's request, any such graphic, lettering etc must be covered for the duration of the event. CSEC requires that all tents, awnings, or structures are safe to everyone at an event and must be adequately secured against strong winds and are made-of or treated-with a fire retardant. In the event CSEC observes an unsecured structure or tent, CSEC shall require such Vendor to properly secure the structure or tent or CSEC may require the Vendor to dismantle such structure or tent. CSEC also understands the need for loading and off-loading of supplies to Vendors, however, each day vehicles will not be allowed to be driven or stored within the confines (where the public can walk) of the event. CSEC also recommends, for the comfort of the paying public and fellow vendors, that all generators are noise restricted, ie Honda EU-series ultra-quiet generators. In the event a vendor uses an unreasonably loud generator, CSEC reserves the right to ban the use of such generator (or other unreasonably loud equipment)

#### 5. OFFENSIVE BEHAVIOR

An absolute priority for each of CSEC's events is to provide a safe and welcoming environment for Vendors, CSEC's employees and for the general public. Any exchange of challenging or offensive words spoken by a Vendor or its employees/representatives may result in the immediate expulsion of the employee/representative or the Vendor's vehicle from the event. Such decision shall be made solely by CSEC management. Any physical exchange involving a Vendor or its employees/representatives shall result in the immediate expulsion of the Vendor and his/her staff and vehicle.

#### 6. LICENSING

Each Food Vendor ("Food Vendor") is required to obtain proper licensing by the appropriate Health department if required. Each Food Vendor is expected to operate in a manner that passes health inspection.

Each cosmetic vendor is required to be licensed by the department of consumer protection. A copy of their physical license must be forwarded to CSEC. Failure to be licensed by the DCP or failure to forward your license to CSEC in the above allotted time frame will result in forfeiture of vendor fees and inability to participate in the expo.

#### 7. INSURANCE

For each event, each **Food** Vendor shall provide CSEC a COI naming CSEC and the venue as additional insured under the Vendor's policies. Such COI must be submitted no later than 30

days prior to each event. The minimum coverage for such insurance is One Million Dollars (\$1,000,000) per event. Each Vendor agrees that the required general liability insurance shall be in effect at all times as required herein. In the event that the Vendor fails to keep in-effect at all times insurance coverage as required, CSEC may, in addition to any other remedies it may have by law, take the following actions: 1. Declare a material breach by the Vendor and terminate the Vendor's license to participate in the event, 2. Obtain such insurance coverage and add the costs to the amounts due from the Vendor under this agreement or deduct such costs from any sums due or which become due to the Vendor under the terms of the license. All new certificates of insurance are subject to approval of CSEC and the Vendor.

(This is not required for non food vendors)

#### 8. CANCELLATION

CSEC may, at its sole discretion, may cancel an event and provide a refund of any deposits received by CSEC by each Vendor. CSEC shall not be liable for any other monies spent by a Vendor in furtherance of an event or claims of lost profit or damages of any kind. All fees are non-refundable. No credits are provided for future events.

#### 9. WEATHER

Based upon the number of vendors requesting space at a particular event, CSEC plans and contracts with Site providers for each event several months to a year prior to the actual event date. As a consequence, CSEC treats each Vendor's fee as a non-refundable show space fee. In no event, shall CSEC be liable for any weather-related claims and CEC shall not provide refunds, rescheduling, or any money for any weather-related damages that may occur. It is up to each vendor to insure or protect their merchandise/product .

#### 10. BINDING ARBITRATION

In the event a dispute shall arise between the parties, it is hereby agreed that the dispute shall be referred to United States Arbitration and Mediation for arbitration in accordance with United States Arbitration and Mediation Rules of Arbitration. Each party shall choose an arbitrator and the two arbitrators shall choose a third. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled to all costs associated with the suit including reasonable attorney fees

#### 11. LIABILITY LIMITATION

IN NO EVENT SHALL CSEC BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF ANY EVENT PLANNED BY CEC, THE BREACH OF THIS AGREEMENT, AND/OR ANY CLAIM(S) ARISING OUT OF THIS AGREEMENT.

#### 12. CHOICE OF LAW

This agreement shall be interpreted under the laws of the State of Connecticut any litigation under this agreement shall be resolved in the trial courts of New Haven, State of Connecticut.

#### 13. INDEMNIFICATION

Vendors shall fully indemnify, hold harmless and defend CSEC and its directors, officers, employees, agents, stockholders and Affiliates (collectively, "Indemnified Parties") from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and

costs), whether or not involving a third party claim, which arise out of, relate to or result from (1) any breach of any representation or warranty of CSEC or the Vendor contained in this Agreement, (2) any breach of any covenant or other obligation or duty of CSEC or the Vendor under this Agreement or under applicable law, in each case whether or not caused by the negligence of CSEC or any other Indemnified Party and whether or not the relevant claim has merit

14. SEVERABILITY

If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

15. ZERO TOLERANCE

Offensive, insulting or rude behavior will not be tolerated under any circumstance, via email, phone or in person. CSEC reserves the right to remove you from any event in advance or on-site at any time with no refund provided.

17. ENTIRE UNDERSTANDING

This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

The parties have caused this agreement to be duly executed and effective as of the latest date set forth below.

Business name: \_\_\_\_\_

Vendor name: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

CT Sales Tax Number: \_\_\_\_\_

Are you licensed with the Department of Consumer Protection if required for your product? \_\_\_\_\_

If YES, please attach a copy of your license

Signature

Date:

Appendix 1 to General Terms and Agreement

Event Name: Waterbury Food Truck Fest & Firework Extravaganza

Dates of operation: Sunday July 3 rd Rain date July 10 th

Event hours open to public: 2pm-10pm

Location: Waterbury Brass Mills Mall

Set-up Time: 11 am

Vendor Cost: **Food Trucks \$ 750 Retail Vendors \$ 85**

**\*\*APPLICATIONS SUBMITTED WITHOUT PAYMENT WILL NOT BE ACCEPTED**

No damage/ cleanliness : If any debris is left in your assigned area you will be held responsible and will not be invited back for future events. Debris/garbage must be disposed of properly.

Health Certificates: Must be submitted **WITH** this application. Do not mail to the health department. There is **NO** fee for the permit.

Insurance certificates: All **Food** Vendors must also provide a Certificate of Insurance that must name the following as **ADDITIONALLY INSURED**:

1. CSEC ( P.O. Box 120166 East Haven, Ct 06512)

CSEC requires that each Vendor promptly satisfy legitimate consumer complaints and concerns in regards to its individual operation in the above event.

Payment: Check or Money Order Only. Mailed to Connecticut Specialty Events Co LLC , PO Box 120166, East Haven, CT 06512

**\*\*\*\*\*YOU ARE NOT GUARANTEED A SPACE UNTIL CONTRACT, PAYMENT, INSURANCE ARE RECEIVED. WE WORK ON FIRST COME FIRST SERVE BASIS. RETURNING VENDORS ARE HIGHLY RECOMMENDED TO REMIT PAPERWORK ASAP\*\*\*\*\***