

# Knights Of Columbus

## Vendor Agreement

This agreement made on the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2022

Between The Knights of Columbus Balboa Council # 15083 and hereinafter referred to as The Vendor.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Contact:

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone : (\_\_\_\_) \_\_\_\_\_ Mobile : (\_\_\_\_) \_\_\_\_\_

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

Electric	Electric Required at Booth Volts _____	Yes / No (circle one) Amps _____	Must be completed for all applications
<b>Booth Rent</b>	12 x 12	\$125	\$ _____
	12 x 24	\$200	\$ _____
	12 x 36	\$300	\$ _____
	Must have a approve pop up tent - before registration is approved		Premium will apply to certain Locations

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		_____Yes
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1. The Vendor has permission to sell concessions to vendors attending The Knights Of Columbus Event \_\_\_\_\_

Date	Event Site	Time Period

2. The Vendor must provide The Knights Of Columbus business licenses if required
3. The Vendor agrees to abide by the regulations for the facility as provided by The Knights Of Columbus and The city and county of the event Manager and understands that the violation of any of these regulations may cause The Vendor to lose the use rights hereunder at the sole discretion of The Knights Of Columbus Balboa Council # 15083
4. The Vendor agrees that no persons shall be denied concessions based upon race, color, national origin, religious background, sex, or age and that The Vendor shall be in compliance with those aspects of the Americans with Disabilities Act that are under the direct control.
5. The Vendor is responsible for any damage incurred to the facilities during The Vendor's scheduled concession sales if the damage is the direct result of the Vendor's negligence.
6. **Cancellation of Event due to weather or any other reason** If Cancellation happened due to weather or any other reason, there will be no refunds due to the signs and other media pieces have already been completed and already been produced.
7. **Warranties/Representation/Indemnity/Insurance:**

- (a) Each party represents and warrants that it has the right, power and authority to enter into this agreement, to grant the rights granted herein and to perform the duties and obligations described herein. Partner/Sponsor represents and warrants that every person shall perform services for or on behalf of Partner in connect with the event.
- (b) Foundation agrees to indemnify, defend and hold it Partner/Sponsor and its officers, directors, agents, representatives, shareholders and employee harmless from and against claims, suits, expenses, damages and other liabilities, including reasonable attorney's fees and court costs arising out of the breach of the Foundation and warranties made by the Foundation in this agreement, any personal injury or damage related to the event.
- (c) Partner agrees to indemnify, defend and hold the Foundation and its officers, directors, agents, representatives, shareholders and employees harmless from and against claims, suits, expenses, damages and other liabilities.

**8 Miscellaneous**

- (a) If there is a breach or non-performance notice can be made by either party and shall be given by personal service or certified mail or overnight mail.
  - (b) Except as otherwise provided in this agreement, no representations, warranties, or guarantees of either party not contained in this agreement shall be binding on the parties.
  - (c) Any dispute, controversy or claim shall be settled by binding arbitration conducted in Orange County in the State of California
9. The Vendor has no rights of assignment of the agreement.

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10. The Vendor agrees to pay The Knights Of Columbus for the aforementioned times and dates by no later than a week before event.

_____ Vendor Signature	_____ Printed Name and Title	_____ Date
_____ Vendor Contact Number	_____ Driver's License Number	
_____ Signature of Knights of Columbus	_____ Printed name and Title	_____ Date

