



OCB Promoter Vendor Agreement

This Vendor Agreement is made effective as of _____, by and between _____, (OCB Promoter) and _____ of _____ (VENDOR.)
(Name of business)

WHEREAS VENDOR is engaged in the business of _____.

It is agreed that:

PURPOSE. VENDOR agrees to provide _____ and accepts the opportunity to participate as a vendor for the OCB Promoter's Event on _____ (EVENT). VENDOR hereby accepts the following listed conditions and limitations.

HOURS OF OPERATION. VENDOR's area shall remain open from _____ to _____ each day the Event is in progress unless VENDOR notifies OCB Promoter of other hours of operation at least 24 hours prior to the EVENT.

INSTALLATION AND TEAR DOWN. _____ shall set up the facilities or booth between the hours of _____. VENDOR shall remove his/her facilities or booth from the EVENT Location no later than _____ on the day of the EVENT.

PAYMENT. VENDOR is provided with the Space in the Building in exchange for \$_____ to be paid upon signing this Agreement. Space locations will be assigned by OCB Promoter and provided to VENDOR in advance of the Event.

VENDOR agrees to also pay an amount equal to ____% of VENDOR's gross daily receipts plus the applicable taxes. The term "Gross Daily Receipt" shall mean the total amount charged by VENDOR, its employees, agents, or licensees, for all goods and merchandise sold or services performed, whether for cash or other consideration or on credit, and regardless of collections, including but not limited to orders taken at the building.

APPEARANCE. VENDOR is responsible for cleaning and maintaining the Space provided in an organized and neat manner. This responsibility includes VENDOR's responsibility to remove bulk trash. Should VENDOR fail to keep the Space in an orderly manner will result in additional removal fees.

DISPLAYS AND SIGNS. All displays in the building must be free standing. Nothing may attach to walls or columns of the building by any means at all. Signs must be free standing. Signs should not block other vendor's shops. Signs may not attach to the walls or columns of the building

QUALITY PRODUCTS. VENDOR shall ensure proper quality of the products sold or used at the EVENT. VENDOR shall comply with all applicable laws as to vendor's sales.

EMPLOYMENT OF STAFF. VENDOR will employ adequate staff at VENDOR's own cost to operate at the EVENT. VENDOR attests that VENDOR and any of its employees, agents, volunteers or representatives that attend the EVENT have undergone necessary background checks and are free from criminal violations that prevent the individual from being present with unattended minors.

INSURANCE. VENDOR is solely responsible to obtain insurance coverage on property brought into the EVENT. VENDOR assumes full responsibility for items left in the facility. OCB Promoter 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 OCB Promoter, OCB, and any OCB Sponsors, Volunteers or Representatives harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against VENDOR that result from the acts or omissions of VENDOR and/or VENDOR's employees, agents, or representatives. VENDOR shall be solely responsible for ensuring all applicable laws are followed and complied with in selling and presenting VENDOR's products and/or services at the Event.

REMEDIES. In addition to all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such period shall result in the automatic termination of 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, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, 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, lockouts. 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.

ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be

made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

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. Email is acceptable for amending this agreement if both parties agree within the email communication.

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

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.

SIGNATORIES.

VENDOR: _____ Date: _____

VENDOR Name Printed: _____

OCB Promoter: _____ Date: _____

OCB Promoter Name Printed: _____