

Vendor Agreement/Contract for the Richton Park Fall Festival

This Crafter/Vendor Agreement (Hereinafter referred to as the "Agreement") is by and between The Richton Park Fall Festival, (Hereinafter referred to as the "Village") and _____ (Hereinafter referred to as the "Vendor") in consideration of the services and opportunities provided by Company to Vendor, the mutual covenants contained herein, and for good and valuable consideration, the parties hereto agree as follows:

1. The Festival: The Company will organize and conduct the Richton Park Fall Festival (Hereinafter referred to as the "Festival").

2. Dates and Times: The Company agrees to rent a space, as designated above, for selling the Vendor's product(s) and/or service(s) (Hereinafter referred to as the "Vendor Space"), on the following dates: September 8, 2018 - 10:00 am 9pm. The Vendor must be open and ready for business from open to close.

3. Recordings and Photos: The Vendor hereby waives all rights to photographs, audio and video recordings, and illustrations made in conjunction with the Festival and used for any purpose to include educational and promotional purposes, presently or in the future.

Compensation: The Vendor hereby agrees to pay the Village the agreed upon fees for participation in the Festival. The full-priced Booth Fee, up to a 12' x 12' space (Includes State Tax) is \$100.00 plus 15% of total sales to benefit the Friends of Richton Park, a 501c(3) organization.

5. Rules and Regulations: The Vendor and each individual member or employee thereof, agrees to abide by the Rules and Regulations including, but not limited to, parking, pets, I.D. passes, etc. as published and stated by the Village, and acknowledges that a violation thereof may void this contract and may result in a forfeiture of any and all fees paid

6. In consideration of services provided by the Village, the Vendor hereby agrees, to the extent permitted by law, to the following:

a. TO WAIVE ALL CLAIMS that it has or may have against the Village of Richton Park employees, agents and/or officers arising out of, and/or relating to, the Festival and/or use of the Vendor Space;

b. TO ASSUME ALL RISKS related to the use of the Vendor Space, and/or the Village of Richton Park's operation of the Festival, even those caused by the negligent acts or conduct of the Village of Richton Park employees, agents, and/or officers;

c. TO RELEASE the Village and its employees, agents and officers from all liability for

any loss, damage, injury, or expense that the Vendor and/or its employees and/or agents may suffer to their person or property, arising out of, or related to, the Festival and/or use of the Vendor Space and to RELEASE Village and its employees, agents, and/or officers from all liability for any loss, damage, injury, or expense that any third party may suffer as a result of any incident which occurs within or proximate to the Vendor Space. The Vendor specifically understands that it is releasing any and all claims that arise or may arise from any negligent acts or conduct of the Village, its employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct found to constitute gross negligence or intentional bad conduct.

d. TO INDEMNIFY the Village, its employees, agents, and/or officers, from all liability for any loss, damage, injury or expense that the Vendor and/or any third party may suffer to his/her person or property, arising out of the Festival, and/or within, or proximate to, the Vendor Space.

Independent Contractor Status: The Vendor, as an independent contractor, agrees to make all reports and returns for and to pay and arrange for payment of all Social Security and withholding obligations by and for the act and members thereof, due to the United States Federal Government and any State or Municipal Government.

e. The Vendor hereby acknowledges that it has read and fully understands this Agreement to be binding upon it. Vendor understands that no oral agreements or other representations shall be binding on the Company absent written agreement. Vendor understands that it may not assign any rights or obligations under this Agreement without the prior written consent of the Company. This Agreement shall be construed and governed in accordance with the laws of the State of Illinois and County of Cook, and Vendor agrees to submit to jurisdiction in the State of Illinois regarding same.

f. Acceptance is not guaranteed, and dependent upon Review by the Company. Until said Acceptance, this contract is not binding.

AGREED TO AND ACCEPTED BY:

Contact Full Name

Business/Vendor Name

Signature

Contact Phone

Date

By: _____
Village of Richton Park Official