

## **VENDOR INFORMATION**

1. Vendor space is limited, please complete and return all forms by the Application Deadline, **September 4, 2020**.
2. Please read the **Vendor Contract** carefully. Sign and return the contract along with the **Vendor Application Form**.
3. Vendors should follow the set up and break down schedule below:
  - Set up: Saturday, September 26, 2020 from 7:00AM to 11:00AM
  - Parking for vendors will be approx. 50 yds. from your booths for easy access to your supplies.
  - Break down: Saturday, September 26, 2020 after 11:00PM or one hour after show, whichever is first. (There will be no early break downs.)
4. Vendors will not receive any vendor fee refunds.
5. Men for Hope will be conducting an aggressive marketing campaign to promote the Elizabeth River Soul Fest. Permission is granted to all vendors to include our event date and description in any advertising you conduct. Contact [jfontenot@thekbdgroup.com](mailto:jfontenot@thekbdgroup.com) for official marketing materials.
6. **Vendors are responsible for their own electricity, tablecloths, decorations and signage.**
7. All vendors **MUST** sign the **VENDOR CONTRACT** and **SPECIAL EVENT INDEMNIFICATION AGREEMENT**.

# VENDOR APPLICATION FORM

Vendor \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

## **CHECK ONE:**

### **Community Organizations**

- 15' x 15'— \$400 ea.

### **Food Vendors**

- 20' x 20' Tent \$850 ea.
- Food Truck \$675 ea.
- Dessert Truck \$400 ea.

*\* Rates for exclusivity vary. Please inquire if you would like to be an exclusive vendor serving a particular product.*

Type of products sold \_\_\_\_\_

**Total Vendor Fees:** \$ \_\_\_\_\_

### **Vendor Checklist:**

- \_\_\_\_\_ Application Form
- \_\_\_\_\_ Description of items to be sold by vendor
- \_\_\_\_\_ Signed Vendor Contract
- \_\_\_\_\_ Copy of Certificate Insurance
- \_\_\_\_\_ Payment by Check or Money Order
- \_\_\_\_\_ Signed Indemnification Agreement

***Make Checks Payable to: Men for Hope***

### **Mail Vendor Information/Payment to:**

The KBD Group  
226 E Main Street  
Norfolk VA 23510  
Attn: Men for Hope

# ELIZABETH RIVER SOUL FEST

## Vendor Agreement

This Vendor Agreement (this “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Men for Hope, (hereinafter “ORGANIZER”) and other vendor signing below (hereinafter “VENDOR”) (the ORGANIZER and VENDOR hereinafter each a “Party” or collectively the “Parties”). In consideration for VENDOR’s participation in the Elizabeth River Soul Fest (hereinafter the “Event”) the Parties agree to be bound as follows:

### 1. Liability Waiver and Liability Insurance

VENDOR acknowledges and agrees that neither the ORGANIZER nor Men for Hope (nor any affiliates, shareholders, members, officers, directors, agents, employees, representatives, or volunteers of either of them) shall be liable for personal injury or wrongful death to VENDOR, its principals, officers, employees, agents, invitees, customers, subcontractors, representatives, or any other persons related to VENDOR, or for any loss or damage to the goods, wares, merchandise, or other property (including without limitation any financial loss) of the VENDOR or such persons and VENDOR hereby waives any and all claims for such injury, loss, or damages except that caused by gross negligence or willful act. VENDOR shall carry a minimum of \$1,000,000 in commercial general liability insurance (bodily injury, property damage, products completed and operations) coverage per occurrence underwritten by a carrier acceptable to ORGANIZER with both ORGANIZER and Men for Hope named as additional insureds and certificate holders for the Event. Such policy(s) shall provide that in the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until sixty (60) days after ORGANIZER has received notice from the insurance company(s). VENDOR shall deliver to the ORGANIZER valid Certificates of Insurance for liability coverage as set forth herein.

### 2. Compliance with Laws

VENDOR shall observe and comply with all state, federal, and local laws, rules, regulations and ordinances applicable to VENDOR, including without limitation those dealing with the sale and handling of food products or alcoholic beverages (if applicable), the protection of the environment and/or the handling and disposal of waste and other hazardous substances, public health, public safety and fire codes. VENDOR shall, at its own cost and expense, obtain all necessary permits, licenses, authorizations and assurances required by federal, state or local laws, rules, regulations or ordinances in order to allow participation at the Event. VENDOR shall also provide proof of Worker’s Compensation Insurance if such insurance is required by Virginia law. VENDOR shall be responsible for collecting and reporting VA State Sales tax (5%) associated with all sales and shall have on hand at the Event for inspection a copy of their sales tax certificate.

### **3. Hours of Operation**

VENDOR shall set up, operate, and break down their vending area(s) according to the following schedule:

- Set Up: Saturday, September 26, 2020 — tentative from 7:00AM to 11:00AM. Parking will be within 50 yards of vendor space for easy access to supplies.
- Event Hours: 3:00PM, Saturday, September 26, 2020
- Break Down: Saturday, September 26, 2020 at 11:00PM or one hour after the show, whichever is first. (Under no circumstances shall VENDOR commence tear down prior to the authorized time/closing of the event.)
- The VENDOR shall have a representative available to provide its services and/or sales to the public at its assigned space at all times during the Event Hours. ORGANIZER representatives may enter VENDOR's assigned space for the purpose of inspecting the same, at any time before, during and after the Event.

### **4. Vendor Application / Termination of Agreement**

VENDOR must complete and submit the Vendor Application, the application fee, this Agreement, and the Special Event Indemnification Agreement by September 4, 2020. ORGANIZER reserves the right to reject any and all applicants and to terminate this Agreement for any breach by VENDOR. ORGANIZER further shall have the right to terminate this Agreement immediately and to remove the VENDOR and VENDOR's property from the Event if in the sole opinion of the ORGANIZER the VENDOR is disruptive to the Event or if the VENDOR otherwise engages in conduct which the ORGANIZER deems to be unprofessional, offensive or harmful to other persons attending the Event.

### **5. Cancellation Policy**

In the event this Agreement is breached or terminated by ORGANIZER or the Event is cancelled by ORGANIZER for any reason whatsoever, ORGANIZER shall have no liability to VENDOR except that if such breach, termination, or cancellation shall occur on or before September 11, 2020, VENDOR shall be entitled to refund of its application fee as liquidated damages. VENDOR will not receive refund of its application fee for any cancellation.

### **6. Sales**

The ORGANIZER reserves the exclusive, non-negotiable right to determine what items are sold, who may sell particular items, and where the items may be sold at the Event. VENDOR shall provide and will be bound by the written description of items to be sold at the Event as set forth on VENDOR's Application form. VENDOR shall not have the right to operate any other concessions, or sell any other products, goods or services during the Event except as is specifically provided in their Application and herein.

### **7. Photography/Trademarks**

VENDOR acknowledges and agrees that any and all photography of their facility, members, employees or activities may be used by ORGANIZER for future promotional purposes without further compensation. VENDOR acknowledges and agrees that the trademarks, trade names, logos, service marks and symbols of Elizabeth River Soul Fest constitute the valuable property

rights of the ORGANIZER and shall at all times be subject to the strict control of the ORGANIZER. Any use of the Event trade name, trademarks, logos, service marks or symbols must first be approved in writing by ORGANIZER.

**8. Entire Agreement/Law/Venue**

This Agreement and the other written agreements between the Parties regarding the Event shall constitute the entire agreement between the Parties regarding the Event and no warranties, inducements, considerations, promises or other references shall be implied. This Agreement and the other written agreements between the Parties regarding the Event shall be governed as to performance and interpretation in accordance with the laws of the Commonwealth of Virginia. If any term or provision thereof is found to be invalid or unenforceable, in whole or in part, then such provision shall be deemed severed, and the remaining provisions hereof shall remain in full force and effect and shall be enforced as if such provision had never been a part hereof. The Parties hereto agree that the exclusive venue over any causes or controversies arising under or from the relationship of the Parties shall lie in the state courts of the City of Norfolk, Virginia.

**I, (*print name of person signing below*) \_\_\_\_\_, hereby warrant and represent that I have the power and authority to legally bind the VENDOR to this Vendor Agreement and by my signature hereto I do so bind such VENDOR.**

By: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(VENDOR Representative Signature) Title Date Signed

For: \_\_\_\_\_  
(Print Vendor's full legal name)

MEN FOR HOPE

By: \_\_\_\_\_ / \_\_\_\_\_  
Date

# ELIZABETH RIVER SOUL FEST

## SPECIAL EVENT INDEMNIFICATION AGREEMENT

THIS SPECIAL EVENT INDEMNIFICATION AGREEMENT (hereinafter this "Agreement") is entered into by and between Men for Hope, their successors and assigns (hereinafter collectively the "ORGANIZERS") and the Vendor signing below (hereinafter the "Vendor"), effective as of the date on which the Vendor signs.

In consideration for its participation in Elizabeth River Soul Fest, the Vendor shall indemnify, defend, and hold harmless the ORGANIZERS and their shareholders, members, officers, directors, agents, employees and volunteers, together with their respective successors, heirs, personal representatives, insurers, and assigns (collectively the "Indemnified Parties"), from any and all liability, loss, damages, costs or expenses any of the Indemnified Parties may incur, including without limitation attorneys' fees, arising in connection with any demand, lawsuit, claim or action or proceeding, whether at law, in equity, administrative, or criminal, arising from property loss or damage, bodily or personal injury, sickness, disease, death, or any other loss of any kind whatsoever suffered by any person or entity or violation of law, that may at any time result from or be related in any manner to Elizabeth River Soul Fest and which arise in whole or in part in any way from the actions or failure to act of Vendor, including without limitation Vendor's officers, principals, employees, agents, and volunteers. Vendor's insurance requirements shall in no way limit Vendor's responsibilities pursuant hereto. This Agreement shall survive the term or termination of any other agreement of the parties hereto and the occurrence of the Elizabeth River Soul Fest.

I, *(print name of person signing below)* \_\_\_\_\_, hereby warrant and represent that I have the power and authority to legally bind the Vendor to this Special Event Indemnification Agreement and by my signature I do so bind such Vendor.

By: \_\_\_\_\_  
(Authorized Representative Signature)                      Title                      Date Signed

For: \_\_\_\_\_  
(Print Vendor's full legal name)

Men for Hope	
By: _____ / _____ Date	By: _____ / _____ Date