



## VENDOR /EXHIBITOR AGREEMENT

This Vendor/Exhibitor Agreement (“AGREEMENT”) is made \_\_\_\_\_, 2020 between the Alliance for Community Transformation & Wellness (hereinafter called “ACTW”) and \_\_\_\_\_ (hereinafter called “VENDOR/EXHIBITOR”). In consideration of the mutual promises and agreements of the parties hereto, as hereinafter set forth, it is agreed as follows:

### 1. EVENT

The ACTW is contracting with the VENDOR/EXHIBITOR to provide services listed in item #4 below, at the following event: **Vibe Festival of Wellness & Mental Health Walk, Sunday, April 5th, 2020 at University of Redlands.**

Check-in for vendor/exhibitors participating in the Vibe Festival of Wellness & Mental Health Walk will start at 8:00am. Vendor/exhibitors must be set up by 9:45am. The 5K Mental Health walk begins at 9:30am and the Festival of Wellness runs from 10am - 4pm.

### 2. COMPENSATION

The VENDOR/EXHIBITOR shall pay to ACTW the sum of **(\$25)** for one 10-foot x 10 foot spot. Exhibitor fees are waived for non-profit organizations. Vendor/exhibitors may pay fees via credit card online at [www.vibefestivalofwellness.com/exhibitor](http://www.vibefestivalofwellness.com/exhibitor) or via check. Make checks payable to: University of Redlands (with ACTW written in the note line). Payment is due by 3/18/2020.

Food/beverage vendors are subject to the \$25.00 fee listed above as a deposit. Food vendors shall pay to ACTW the equivalent of 10% of gross sales from the day. Proceeds are due to ACTW at the end of the event and are based on gross sales. The food/beverage vendor’s \$25.00 deposit will be deducted from the proceeds due.

Payments by check should be mailed to:

University of Redlands  
School of Education  
% ACTW  
1200 E. Colton Ave.  
Redlands, CA 92373

### 3. RESPONSIBILITIES OF THE ACTW

The ACTW agrees to furnish:

- a. One six-foot table
- b. 2 chairs

#### **4. RESPONSIBILITIES OF THE VENDOR/EXHIBITOR**

The VENDOR/EXHIBITOR is responsible for providing all materials related to the service or products represented, tablecloth, shelter/EZ-Up, and any food/beverages for their representatives throughout the day.

Food/beverages vendors are subject to additional requirements including supplies, equipment, health permit, licensing, and sanitation.

#### **5. INDEMNIFICATIONS**

- a. VENDOR/EXHIBITOR shall conduct VENDOR/EXHIBITOR's business upon the premises so as not to endanger any person lawfully thereon. VENDOR/EXHIBITOR shall defend, indemnify and hold the ACTW, its Trustees, officers, agents and employees, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VENDOR/EXHIBITORS, its officers, agents, or employees.
- b. The ACTW shall defend, indemnify and hold VENDOR/EXHIBITOR, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the ACTW, its Trustees, officers, agents, or employees.

#### **6. INSURANCE**

VENDOR/EXHIBITOR shall procure at its own expense, and maintain during the term of this AGREEMENT, the following policies of insurance in connection with services performed, as outlined in this AGREEMENT:

- a. Worker is Compensation and Employer's Liability Insurance and such other insurance as may be required under applicable state statutes.
- b. Comprehensive General Liability Insurance subject to limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury/property damage/personal injury.
- c. Commercial Auto Liability subject to \$1,000,000 limits.

VENDOR/EXHIBITOR shall be responsible for obtaining, from any and all subcontractor it employs in connection with services performed, as outlined in this AGREEMENT, policies of insurance as defined in item #6 a-c above.

Upon execution of this AGREEMENT, VENDOR/EXHIBITOR shall obtain and deliver certificates evidencing such insurance from its insurers, including those from any and all subcontractors it employs in connection with services performed, as outlined in the AGREEMENT.

Said policies shall name the "ACTW" as an additional insured and loss payee, but only with respect to liability arising out of the services performed, as outlined in this AGREEMENT, and shall contain covenants requiring thirty (30) days written notice to the ACTW before cancellation of such coverage. These policies shall be primary and noncontributory with any insurance carried by the ACTW. A waiver of subrogation in favor of the ACTW must be provided with respects to Worker's Compensation, Auto Liability and General Liability.

## **7. NOTICES**

All notices to be addressed by the ACTW to VENDOR/EXHIBITOR in connection with this AGREEMENT shall be given in writing to VENDOR/EXHIBITOR at:

Name:

Company:

Address:

All notices to be addressed by VENDOR/EXHIBITOR to the ACTW in connection with this AGREEMENT shall be given in writing to ACTW (mailing address above).

## **8. CALIFORNIA TAX**

It is understood that if the VENDOR/EXHIBITOR is presumed to be a nonresident of California, the ACTW shall withhold from the compensation hereinabove described the full amount of any and all taxes required to be withheld by the California Franchise Tax Board (FTB) withholding requirements. However, if the VENDOR/EXHIBITOR is indeed a resident of California, CA Form 590, Withholding Exemption Certificate, may be completed to certify an exemption from nonresident withholding. The ACTW shall deduct the amount required by the FTB and remit such amount directly to the State of California Franchise Tax Board to be credited to the VENDOR/EXHIBITOR's California State Income Tax Account(s), settlement of which must be made by the VENDOR with the State of California through the Withholding Coordinator, Franchise Tax Board, P.O. Box 651, Sacramento, CA 95812-0651.

## **9. NON-PERFORMANCE NOT A DEFAULT**

Neither VENDOR/EXHIBITOR nor the ACTW shall be liable for failure to perform services if such failure is caused by, or due to, acts or regulations of public or ACTW authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, acts of God, or any cause beyond the control of the VENDOR/EXHIBITOR or the ACTW.

**10. COMPLIANCE WITH LAWS & POLICIES**

VENDOR/EXHIBITOR agrees to comply with all California State Fire Marshal Regulations, state and federal laws, fire prevention regulations, public health and safety codes, ACTW regulations and policies, and all other provisions stipulated in this contract.

**11. ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral. The terms of this AGREEMENT shall control over any conflicting terms in any other related agreement or document. This AGREEMENT contains all the terms and conditions agreed upon by the parties hereto and may not be amended except by a writing signed by the parties.

**ORAL REPRESENTATION AND AMENDMENTS**

No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this AGREEMENT. This AGREEMENT contains all the terms and conditions agreed upon by the parties hereto and may not be amended except by a writing signed by the parties.

**WHEREOF**, the parties hereto have caused this AGREEMENT to be executed as of the day and year mentioned above, and this AGREEMENT shall become effective only if the ACTW receives this AGREEMENT on or before March 18 executed by VENDOR/EXHIBITOR.

**FOR THE VENDOR/EXHIBITOR**

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_  
Please Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE ACTW**

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_  
Please Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_