

Gendale Public Library Vendor/ Exhibitor Agreement

This Vendor/ Exhibitor Agreement (“Agreement”) is entered into by and between the City of Gendale (“Event Host”) and _____ (“Vendor”) for the IBCON West, on December 7, 2019 from 12:00-5:00 PM (“Event”). This free family friendly Event will have events for kids, teens and families and the vendor exhibition open to all event attendees and to the public and will be held at the following Gendale Public Library:

- Main Library Foot hills Library Velma Teague Library

The Agreement must be read and signed. Please send this Agreement to the vendor coordinator by email to morgan@glendaleaz.com or mail to:

- Gendale Public Library – Main, ATTN: Rebecca Morgan
5959 W Brown Street, Gendale AZ 85302
- Foot hills Library, ATTN:
19055 N 57th Avenue, Gendale, AZ 85308
- Velma Teague Library, ATTN:
7010 N 58th Avenue, Gendale, AZ 85301

1. VENDOR SPACE: Space allotment will be provided upon submission of a completed, signed Agreement as space allows. The space provided will vary by location and Event but generally includes one table and two chairs. Event Host maintains sole discretion to assign space at the Event. Event Host reserves the right to change the floor plan, assignment, or Vendor location at any time.

2. RESTRICTIONS, VENDOR ELIGIBILITY:

- a. Vendor shall arrange space and exhibit display so as to not interfere or obstruct adjacent, walkways, displays or spaces. Spaces will be assigned by the Event Host based on the overall event concept. The Event Host reserves the right to determine Space allotment and arrangements for each Vendor in Event Host’s sole discretion. No more than one Vendor is permitted in any one Space unless approved by Event Host. Said Space shall be used only to exhibit, demonstrate, distribute, and sell items provided by Vendor. All Vendors will be considered on a first-come, first-served basis, and limitations to the total number of Vendors will be regulated by the Event Host. Vendor shall not play, or permit the playing, performance, or distribution of, copyrighted materials at the Event, unless it has obtained all necessary rights, permissions and/or licenses and paid all required royalties or fees. **All materials must be family friendly.**
- b. Event Host, in its sole discretion, determines whether a prospective Vendor is eligible to participate in the Event. Event Host reserves the right, in its sole discretion, to restrict or remove, without recourse, any Vendor with objectionable or inappropriate displays or who misrepresents itself or its product. Vendor shall at all times conduct itself in accordance with normal standards of decorum and good taste.

3. RELEASE, INDEMNIFICATION

- a. The Vendor hereby expressly releases the Event Host from any and all suits, losses, damages, claims and liability from all damage, injury, or loss to persons, goods or materials from any cause whatsoever, and further agrees to indemnify, hold harmless, and otherwise defend the Event Host against any and all claims of damage, injury, or loss associated with, resulting from or arising in connection with the Vendor’s participation in or presence at the Event or use of the Space, grounds, or display and/or sale of any merchandise. This release and indemnification shall survive termination of this Agreement.

- b. Vendor expressly assumes all risks associated with, resulting from or arising in connection with the Vendor's participation in or presence at the Event, including but not limited to theft, loss, or damage of property, damage or injury to person or persons, including death, or loss of income or future income, whether caused by negligent, intentional, or accidental acts, acts of God or otherwise. Vendor shall promptly pay for any and all damages to the facilities or property of the Event Host or other vendors which is caused by Vendor.
- c. Event Host shall not be liable for any lost profits, incidental, special, general, consequential or punitive damages, direct or indirect, whether or not Vendor is informed of the possibility of such damages.

4. LOST OR STOLEN PROPERTY, INSURANCE: The Vendor shall not at any time during the event leave its space unattended. The Event Host shall not be responsible for loss, damage, theft or other consequence. Event Host assumes no responsibility to protect, insure, or indemnify Vendor against damage to Vendor's person or property. Vendor, if it desires, is responsible for insuring its property against damage, loss, or theft.

5. POLICY REGULATION ENFORCEMENT: Event Host interprets and enforces all the policies and regulations contained herein, and shall have the right, at its sole discretion, to establish other policies/regulations and to make such changes as it deems necessary for orderly Event conduct. Event Host reserves the right to amend and/or add to the applicable rules pertaining to and governing the Event at any time. The interpretation of all rules by the Event Host will be final. Vendor agrees to comply with all local and state regulations.

6. SALES, LICENSES, DISCLAIMER

- a. Event Host will not take a percentage of Vendor sales, however some restriction to sales do apply. Vendor shall be solely responsible for obtaining licenses, permits or credentials required by Federal, State or local law applicable to Exhibitor's activities at the Event. Vendor shall be solely responsible for obtaining any necessary tax identification number and paying for all taxes, use fees, or other government fees which become due in connection with Vendor's activities at the Event. **Food and drinks may be sold with appropriate permit. If your business does not have a business license and/or permit to sell things within the City of Glendale, they will acquire a permit through the City of Glendale prior to the event.** More information regarding the permit can be acquired by contacting Tammy Hicks at THicks@GLENDALEAZ.com
- b. Event Host makes no representation, guarantees or promises expressed or implied, regarding the number of people who will attend the Event, any revenue Vendor might generate, the number of visitors to Vendor's booth regardless of location, or any other matters regarding the Event.

7. ITEM DONATION PUBLICITY PERMISSION If applicable, each vendor table will submit a minimum of one (1) item towards a drawing, to be presented to Event Host at or shortly after check-in. There is no value or requirement. This item serves as your Vendor table fee. Vendor gives the Event Host permission to use its company name, contact information, or other materials submitted and to take photographs for publicity purposes, including for posting on the Glendale Public Library website.

8. EVENT HOURS, ACCESS TO SPACE

- 10:00 AM Vendor setup and check in opens
- 11:45 AM Vendor setup must be complete and Vendor should be present
- 12:00 PM Fair/ Convention and vendor hall opens
- 5:00 PM Vendor hall closes and fair/convention ends

6:00 PM Vendor removal must be complete, but Vendor may choose to leave earlier.

9. SPECIAL SERVICES: Wireless internet connection and electricity may or may not be available to tables at the event. It is advised that you notify Event Host staff well in advance to request access to electricity, which cannot be guaranteed. Vendor banners may be hung from the tables or on pipe and draping.

10. CANCELLATION/TERMINATION Event Host reserves the right to terminate this Agreement at any time upon written or verbal notice. Event Host reserves the right to cancel the Event at any time. In the event of termination of the Agreement or cancellation of the Event, the Event Host will have no obligation to Vendor and reserves the right to refuse Vendor permission to move in and set up Space.

11. MISCELLANEOUS:

- a. This Agreement shall be governed by and enforced using the law of the State of Arizona. The parties agree that any judicial action brought to enforce the terms and conditions of this Agreement shall be brought in a court of competent jurisdiction in Maricopa County, Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising under this Agreement and consent to a trial to the court.
- b. The parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393.
- c. Vendor shall not discriminate against any Event participant on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, US military veteran status or any disability.
- d. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

I have completely read and understand the event details, policies and regulations outlined in this document and I have provided accurate information in response. By signing below I acknowledge that this completed Vendor/ Exhibitor Agreement as a binding agreement between the VENDOR and the CITY OF GLENDALE as EVENT HOST. This Agreement shall become legally binding and effective upon Event Host approval of the signed and submitted Agreement.

VENDOR:

EVENT HOST:

Business Name

Signature

Printed Name

Date

Address

Internal Use Only	
Received On: _____	By: _____
APPROVED	REJECTED
DATE: _____	