



Tappahannock/Essex County Chamber of Commerce

MERCHANT'S ROW AND FARMER'S MARKET COMMITTEE

P.O. Box 990, Tappahannock, VA 22560

VENDOR/MERCHANT AGREEMENT

Definitions:

1. "Vendor" and/or "Merchant" means the undersigned, whether sole proprietorship, partnership, joint venture or corporation.
2. "Management" means Tappahannock/Essex County Chamber of Commerce.

The Merchant's Row & Farmer's Market area at RivahFest will include farm or domestic products. Products include vegetables, fruit, grains, plants, flowers, nuts, etc. Baked goods, packaged foods, canned food or cheeses should be labeled appropriately. Home products such as cookware, garden equipment, cosmetics, etc. are welcome. All participants who are selling items will pay booth fees as noted below. Businesses who would like to promote their business either through direct sales or distribution of literature will pay booth fees to be located on Merchant's Row as noted below. (Non-business participants who are not selling products but will provide educational displays of agricultural or hunting activities will not pay a fee but need to register using the Demonstrator's form.) Jewelry vendors, and Arts and Crafts vendors will be located in the Arts, Crafts and Antiques area and should complete a separate registration form. Food vendors will be located in the Taste of Tappahannock area and should complete a separate registration form. **Any use of the RIVAHFEST trade name, trademark logo, service mark or symbols is strictly prohibited.** The sale of any and all souvenir clothing or other items will be limited to the RIVAHFEST committee already engaged in such sales. The RIVAHFEST committee reserves the right to grant special exceptions.

List all products to be sold or business to be promoted - please be complete, you may not add additional items without approval:



BOOTH RENT if applicable	Make check payable to:
10 X 10; \$50.00 _____	Tappahannock/Essex County Chamber of Commerce
10 X 20: \$75.00 _____	
TOTAL AMOUNT ENCLOSED: _____ (No second party checks will be accepted.)	

THIS EVENT WILL TAKE PLACE RAIN OR SHINE.

Vendors need to provide tents, signage, tables and table coverings. Your site must be set up and ready for public viewing by 9:30 am on Saturday, June 21, 2008. Set up times: 7:00 am - 9:30 am. Activity times: 10:00 am - 4:00 pm

Vendor's/Merchant's Name: _____

Address: _____

State: _____ Zip: _____

Business Telephone: _____

May we send you posters for your use? _____

How many? _____

Email Address: _____

Home Telephone: _____

Please sign and return the original to the address above by June 1. Limited space available. Entries received by June 1 will be included in festival program and website.

Signed: _____
(Vendor)

Approved by _____
(Committee Chair)

Date Signed: _____

Date Application Received: _____

COMPLETE SET-UP INSTRUCTIONS AND OTHER PERTINENT INFORMATION

EXHIBIT HOURS: **SET UP:** Saturday, June 21 7:00 am - 9:30 am
SALE HOURS: Saturday, June 21 10:00 am – 4:00 pm

Rules and Conditions of the Event

1. *Use of Rented Space.* Management grants to Vendor and its agents and employees the exclusive use of the space, as confirmed by the Management on the face of this Agreement, for purposes of selling during the term of Vendor's lease and hours indicated above, as well as reasonable access thereto for purposes of setting up prior to opening hours and tearing down after closing hours, as Management deems advisable. (No sharing of booths will be permitted.)
2. *Use of Common Areas.* Management grants to Exhibitor and its agents, employees and customers a non-exclusive license to use the Common Areas in common with others for purposes of passage during the term of Exhibitor's lease and for such reasonable times before and after exhibit hours as Management deems advisable, subject to the rights of Management set forth in Paragraph 3 below. (Common areas may not be used for displaying or selling merchandise.)
3. *Management and Operation of common Areas.* Management will operate and maintain or will cause to be operated and maintained the Common Areas in a manner deemed by Management to be reasonable and appropriate and in the best interest of the RivahFest. Management will have the right to (a) establish, modify and enforce reasonable rules and regulation with respect to the Common Areas: (b) enter into, modify and terminate easement and other agreements pertaining to the use and maintenance of the Common Areas and any portions thereof: (c) close any or all portions of the Common Areas to such extent as may, in the opinion of Management, be necessary to prevent personal injury or property damage, and (d) do and perform such other acts in and to the Common Areas and improvements therein as Management shall determine to be advisable.
4. *Vendor's Waiver and Release, etc.* Exhibitor hereby waives and releases any and all claims or demands of any nature whatsoever on its own behalf, and on behalf of any insurer which may be subrogated to the rights of Exhibitor, for injury, loss or damage (including, without limitation, loss of proceeds and consequential damages and damage to property of the Exhibitor) against Management. Exhibitor agrees to protect, defend, identify and hold harmless Management from liability or injury, loss damage or expense arising out of Exhibitor's, Acts Or Omissions, or those of its agents or employees.
5. *Management's Reservation of Rights.* Management reserves the right to (a) allocate and assign specific space or booth(s) to Exhibitor: (b) limit the amount and restrict the types food items offered for sale by Vendor in order to achieve a balance and variety in the RivahFest: (c) cancel this Agreement without liability to Vendor, in which event Vendor's deposit shall be returned forthwith, provided Vendor is not then in default: (d) determine and provide whatever security, if any, it considers appropriate under the circumstances, in its sole discretion, but Management shall not be responsible or liable to Vendor for loss in the event of a failure of such security; and (e) promulgate, without prior notice, additional rules and regulations with Management, in its sole discretion, considers necessary for the conduct and operation of the RivahFest.
6. *Vendor's Warranties.* Exhibitor warrants that (a) all sales made will be unconditionally guaranteed; (b) items, of which Management requests removable from sale or exhibition, will be promptly removed; (c) it will comply promptly with all rules and regulations of any governmental unit or of the facility in which the RivahFest is conducted; (d) dollar tables or any other type of discount selling will be offered or permitted; (e) Vendor's booth will be staffed during all hours that the RivahFest is open to the public; (f) it will defend, indemnify and hold Management harmless with respect to any claim arising out of or relating to the acts or omissions or porters an other laborers are, in fact, or considered to be, employees of Management; (g) it will pay all costs and expenses, including reasonable attorney's fees, incurred by Management seeking to enforce any provision of the Agreement; (h) all taxes levied by either Federal, State, City or County on rental space shall be paid by said Vendor.
7. *Exhibitor's Cancellation Rights.* Exhibitor may cancel the Agreement at any time upon written notice to Management. If not then in default, Management must receive written notice at least forty-five (45) days prior to the starting date of Vendor's lease. If notice of cancellation is received less than forty-five (45) days prior to the starting date of Vendor's lease, then Management shall be entitled to the full amount of the booth rent, less the amount received, if any, by leasing the booth to another Exhibitor.
8. *Caption, Governing Law and Oral Representation.* The captions of the paragraphs herein are inserted as a matter of convenience only and in no way shall they define, limit or describe the scope of the Agreement which is to be construed and enforced in accordance with the laws of the Commonwealth of Virginia; and no oral agreements in conflict with or in addition to those set forth herein shall be binding upon either Vendor or Management or its successors and assigns.