Vendor Agreement "Servite Fashion Show Boutique" October 20, 2019

This Agreement is entered into this ____day of _____, 20__, by and between Servite High School, (SHS) a California corporation, and ______ ("Vendor").

TERMS OF AGREEMENT

The following are the contract terms of the agreement to rent vendor space at the Servite Fashion Show Boutique on October 20th of 2019 at the Anaheim Marriott, in Anaheim, California. As a Vendor, your acceptance of these terms shall constitute a binding agreement. It is agreed that each Vendor will abide by all terms listed in this agreement.

- 1. SHS. The word "SHS" as used herein shall mean Servite High School, their officers, agents and any employees acting for it, in the management of this event. No vendor shall use or reproduce the SHS logo or images on their products without express written permission. The permission to use or sell approved merchandise is allowed only during the specified event and may be extended only by express permission in writing. All requests to use the Servite High School logo must be submitted to Servite's Director of Retail Operations (tpauu@servitehs.org). The deadline for all requests is 30 days prior to the event (September 20, 2019). All requests will be answered by email no later than September 28, 2019.
- 2. **ELIGIBLE EXHIBITS**. The SHS reserves the right to determine whether any company or product is eligible under the standards for inclusion in the boutique.
- 3. **ELIGIBLE PRODUCTS**. A description of products services to be sold, offered or referred to during the SHS Fashion Show Boutique must be included on the Application Form. SHS reserves the right to exclude the sale of any product based on overall show presentation, or that are in conflict with exclusive, copyrights, registered trademarks or contracts held by SHS with other Vendors (ie: cars, airlines, t-shirts, etc.). Vendor will be notified in advance of any such exclusion and have the right at the time of the application to determine if they still want to participate.
- 4. **LIMITATION OF LIABILITY**. The Vendor agrees to make no claim for any reason whatsoever, including negligence, against the SHS, its members, agents, employees or the owners of the Boutique premises for loss, theft, damage or destruction of property of for any injury to Vendor or its employees while in the Boutique quarters.
- 5. **BOOTH INFORMATION**. All vendor materials must be kept inside their space, and the aisles and walkways must be kept free of materials. Distribution of samples and literature is strictly limited to the confines of the Vendor's booth. Also, voice and/or music amplification must be kept to a sufficiently low volume so as not to disturb other vendors or attendees. Vendors agree to conduct themselves in a respectful, cooperative manner appropriate to the integrity of the attendees, fellow vendors and the Fashion Show management staff.

The space costs are as follows: There are a limited number of all booths; booths are assigned on a first-come, firstserve basis. No guarantee of booth or location is possible, however if the size of booth you request is not available the difference will be refunded to you or you can alter your request. Please relay any special requests to boutique chair, Kelli Overman.

- A. Deluxe 12' x 8' space \$350.00 Booth includes (4) 6ft tables, linens, and electricity and includes set-up and teardown.
- B. **Standard 10' x 6' space \$250.00** Booth includes (3) 6ft tables, linens and includes set-up and teardown.
- C. Small 6' x 5' space \$150.00 Booth includes (1) 6ft table with linens and includes set-up and teardown.

Vendor requests the following Booth Selection:

5.1 Booth Selection_____. Vendor will pay SHS a rental fee of \$______ for the booth space. Such space will only be provided during the dates and hours that the Boutique is in operation.

5.2 SHS will provide 110 watts of electricity to the Exhibitor at no additional cost for a Deluxe Booth. Vendor is responsible for providing all extension cords, power strips, bulbs, lamps, or other lighting fixtures needed for their booth.

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- 6. **BOOTH ASSIGNMENTS**. Boutique chairs will assign booth location to exhibitors. Consideration will be given to early receipt and payment of application and fees as well as previous sales. However, we will assign according to the best interest of the show.
- 7. **INSURANCE**. Insurance is the responsibility of the Vendor and is recommended. SHS is not responsible for replacement of lost or stolen goods. Exhibitors are responsible for obtaining their own general liability insurance for the show dates, including set-up and tear-down. Vendors will indemnify SHS and the City of Anaheim for claims/suits arising between Vendors and attendees regarding exhibit rental.
- 8. **STAFFING.** All booths must be staffed throughout the boutique or Vendor may forfeit exhibit space.

SET-UP HOURS: Date/Time Saturday, October 19 between 1pm – 6pm and 8 pm – 10pm BOUTIQUE HOURS Saturday, October 19, 2019 6pm – 8pm (optional) Sunday, October 20, 2019 9am – 4pm TEAR DOWN HOURS AND REPORT SALES FIGURES Sunday, October 20, 2019, 4:30pm – 5:30pm

- 9. **SUBLEASING**. Exhibitors may not sublet their spaces, or any part thereof.
- 10. **FIRE AND SAFETY LAWS**. All federal, state and city regulations pertaining to fire and safety must be adhered to. **No open flames, lit candles or burning of incense will be allowed.** All electrical cords must be grounded and be UL approved.
- 11. COMPLIANCE WITH LAWS/STANDARDS. Exhibitors are responsible for meeting all city/state resale-licensing agreements. Exhibitor is responsible for collecting California Sales tax and paying such sales tax to the State of California. SHS assumes no responsibility for any tax liability incurred by Exhibitor from the sale of any Goods at the Boutique. Exhibitor further agrees to indemnify and hold harmless SHS from any tax liability Exhibitor may incur from the sale of any Goods at the Boutique.
- 12. **PAYMENT**. Vendors must include all fees with registration form. Please make note of the payment schedule & expectation listed in the official Vendor Offer Letter.
- 13. **CANCELLATION POLICY**. In the event of a vendor cancellation, <u>the fee is not refundable</u>.
- 14. This Agreement shall be governed by construed in accordance with the laws of the State of California.

X		
Vendor Signature	Print Name	Date
Name of Business	Ma	iling Address
City, State Zip	Phone (Cell)	
Email		Website address
Please make check or money order payable to: Please send payment and signed copy of agreement to:		Servite High School Kelli Overman - Servite Boutique 5240 Via Angelina Yorba Linda, CA 92886
Questions: Please contact Kelli O	verman 562-858-8883	, kelli_overman@pashanet.com

THE ABOVE TERMS ARE HEREBY AGREED TO:

Servite High School