



**Christmas at Coteau
Exhibitor Space Rental Agreement**

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between Academy of the Sacred Heart Grand Coteau, Inc., d/b/a Schools of the Sacred Heart (hereinafter "Sacred Heart"), and (PRINT business name and owner's name)

_____ whose address is _____ (hereinafter "Exhibitor").

WHEREAS, Sacred Heart proposes to conduct Christmas at Coteau's Holiday Market (hereinafter "the Event") on Sacred Heart's premises located at 1821 Academy Road in Grand Coteau, Louisiana on December 1, 2, and 3, 2022.

AND, WHEREAS, Exhibitor desires to rent space for the sale of merchandise at the Event on the terms and conditions specified herein.

NOW THEREFORE, for and in consideration of the conditions contained herein, the parties agree as follows:

I. Rental

Sacred Heart agrees to furnish Exhibitor and Exhibitor agrees to rent a booth space for the display and sale of Exhibitor's merchandise at the Event for a period beginning at 6:00 p.m. on December 1, 2022 and ending at 3:00 p.m. on December 3, 2022. Exhibitor is allowed to set up booth space on December 1, 2022 between the hours of 9:30 a.m and 2:30 p.m. Exhibitor will be allowed to stock and/or arrange booth space on December 2 and 3, 2022 between 8:00 and 9:00 a.m. Exhibitor agrees to take down and remove all of their items from the booth space by 5:00 p.m. on December 3, 2022.

Exhibitor's booth space will be at a location designated by Sacred Heart. Sacred heart agrees to provide advertising the name of such business. Exhibitor agrees that its name will be displayed as _____ (PRINT NAME as it should appear).

Exhibitor agrees to pay Sacred Heart a rental fee in one of the following amounts depending on booth location:

- Four hundred seventy dollars (\$470.00) for Gymnasium Corner booth rental,
- Four hundred thirty dollars (\$430.00) for Gymnasium booth rental,
- Three hundred fifty dollars (\$350.00) for Gallery booth rental,
- Three Hundred fifty dollars (\$350.00) for Dining Hall booth rental,
- Three Hundred fifty dollars (\$350.00) for Library booth rental,
- Three Hundred seventy-five dollars (\$375.00) for Library Large booth rental, and
- Two Hundred fifty dollars (\$250.00) for Tent space rental

The booth rental is due in full with the executed agreement and in non-refundable in the case of cancellation by Exhibitor. Booth space is not guaranteed until payment is received. Booth location and layouts are determined by

Sacred Heart in its sole discretion. One booth space may be shared by a maximum of two Exhibitors. The second Exhibitor must pay an additional registration fee of fifty dollars (\$50.00).

II. Schedule

Thursday, December 1, 2022- Exhibitor agrees to move and arrange merchandise for display between the hours of 9:30 a.m. and 2:30 p.m. All merchants will open their booths to shoppers for the Preview Party on Thursday, December 1, 2022 from 6:00 p.m. until 8:00 p.m.

Friday and Saturday, December 2 and 3, 2022- Exhibitor agrees to arrange and/or stock merchandise for display between the hours of 8:00 a.m. and 9:00 a.m. on Friday and Saturday. Exhibitor agrees to display merchandise for sale from 9:00 a.m. – 4:00 p.m. on Friday and 9:00 a.m. – 3:00 p.m. on Saturday. Exhibitor will remove unsold merchandise and all other property between 3:00 p.m. and 5:00 p.m. on Saturday. No exhibitor may begin taking down before 3:00 p.m. Exhibitor agrees to pay Schools of the Sacred Heart liquidated damages of One Hundred dollars (\$100.00) should Exhibitor fail to adhere to these time restrictions. In addition, such failure will cause Exhibitor to be removed from the Event invitation list the following year.

III. Merchandise

Sacred Heart reserves the sole right to determine the quality, nature, and duplicative character of any Exhibitor’s merchandise. In order to make such determination, upon Schools of the Sacred Heart’s request, Exhibitor agrees to provide for inspection samples or photos of proposed merchandise. Exhibitor proposes to display the following merchandise: (Include “brand names” if possible).

Upon acceptance of this contract by Sacred Heart, Exhibitor agrees to limit merchandise to only those items approved by Sacred Heart. Should Sacred Heart determine the quality, nature, and/or duplicative character of Exhibitor’s proposed merchandise is unacceptable, Sacred heart will inform the Exhibitor. Upon notification, Exhibitor shall promptly remove such merchandise and not offer such merchandise for sale.

IV. Sales Tax and Legal Matters

Exhibitor shall be responsible for collection and remittance of sales tax due to the proper taxing authority in Exhibitors home parish and in compliance with all state and local requirements and procurement of all necessary state and local sales tax licenses. Exhibitor will defend and indemnify Sacred Heart from all liability arising out of Exhibitor’s failure to comply with any law or regulation. If Sacred Heart is required to bring legal action to enforce any provision of this contract, then Exhibitor shall be responsible for all attorney’s fees incurred by Sacred Heart. Should Exhibitor for any reason bring legal claim against Sacred Heart in connection with “Christmas at Coteau” and/or matters contained in this Contract, Exhibitor will be liable for all costs incurred by Sacred Heart in defending the claim, including attorney’s fees, should the claim not be successful. Exhibitor and Sacred Heart agree that St. Landry Parish is the exclusive venue for any claims arising from this contract or the Event.

V. Sacred Heart Premises and Grounds

Exhibitor agrees that it will not cause damage to any walls (no use of tape or nails), furniture, windows, flooring, doors, or entries of Sacred Heart. Exhibitor agrees that it will be solely responsible for any and all repairs caused by any damage incurred by it or others acting on its behalf. Exhibitor agrees to use only the rental space designated by Sacred Heart and will leave all doorways and pathways around its booth unobstructed. As a fire hazard prevention, no lit candles will be allowed on Sacred Heart's premises or grounds. At the conclusion of the Event, Exhibitor agrees to return the booth space to its original condition.

VI. Indemnification

Exhibitor assumes all expenses and risks of loss or damage in connection with transportation, receiving, handling, storing, displaying, safeguarding, or sale of merchandise at the Event. Exhibitor further assumes all risk in the event the location of the Event is made unavailable due to natural disaster, act of God, or closing of Sacred Heart, which is beyond the control of Sacred Heart. Exhibitor agrees to defend and indemnify Sacred Heart and hold Sacred Heart harmless from any and all claims or liabilities arising out of on in connection with Exhibitor's transportation, receiving, handling, storing, displaying safeguarding, or sale of merchandise except to the extent said claim is found to be the sole fault of Sacred Heart. Exhibitor further agrees to defend and indemnify Schools of the Sacred Heart for any loss, expenses. Claims or liabilities resulting from faulty and/or defective merchandise purchased or ordered at the Event. Exhibitor agrees to defend and indemnify Sacred Heart for any claims for personal injury or bodily harm brought by Exhibitor, its agents, or employees, even as to claims arising out of the sole or concurrent negligence of Sacred Heart, its agents, or employees.

VII. Miscellaneous

Use of credit charge cards is left to the discretion of Exhibitor. Please note, however, telephone verification of credit cards will *not* be available.

VIII. Effective Date

Upon return payment and of this Agreement executed by Exhibitor and upon acceptance by Sacred Heart by its signing below, this Agreement shall constitute a contract binding upon both parties in accordance with its terms.

WITNESS this _____ day of _____, 2022.

EXHIBITOR: _____ (Name of Business)
BY: _____ (Signature of Owner)
TITLE: _____

WITNESS this _____ Day of _____, 2022.

ACADEMY OF THE SACRED HEART AT GRAND COTEAU, INC.

BY: _____
(Yvonne Sandoz Adler, Ph.D., Head of School)