# Vendor Agreement Servite Fashion Show Boutique October 22, 2023

This Agreement is entered into this	_day of, 202	3, 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 22<sup>nd</sup> of 2023 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.
- 2. **SERVITE BRANDING.** Servite logos, phrasing, themes and slogans are the property of Servite High School. Use is permitted only with the express written consent and approval of Servite High School and the Director of Communications. All publications, documents, digital assets, and any other items that use Servite messaging or branding must be approved by the Director of Communications before development begins. No items should be created, published, printed, or distributed in any way without express written consent from the Director of Communications. All requests to use Servite High School branding for the Fashion Show must be submitted to communications@servitehs.org by August 28, 2023. All requests will be answered by email no later than September 11, 2023. All Servite branded merchandise is limited for sale solely at the Fashion Show.
- 3. **ELIGIBLE EXHIBITS.** The SHS reserves the right to determine whether any company or product is eligible under the standards for inclusion in the boutique.
- 4. **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 (i.e.: cars, airlines, t-shirts, etc.). Vendors 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.
- 5. **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.
- 6. **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: Booth fee, add ons and commission on sales plus an in-kind donation to the silent auction. Sales commission is 20% net of booth fees and add ons, e.g. (Gross Sales - (Booth Fee + Add Ons) x .2 = sales commission. There are a limited number of booths; booths are assigned on a first-come, first-serve 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, Laurel Warren.** 

- A. **Deluxe 12' x 8' space \$400.00 -** Booth includes (4) 6ft tables, linens, and electricity and includes set-up and teardown. Provide one Silent Auction donation item with a retail value of \$100. Post event sales commission on sales (net of booth fee) of 20%.
- B. **Standard 10' x 6' space \$300.00** Booth includes (3) 6ft tables, linens and includes set-up and teardown. Provide one Silent Auction donation item with a retail value of \$100. Post event sales commission on sales (net of booth fee) of 20%.
- C. **Mini 6' x 5' space \$200.00** Booth includes (1) 6ft table with linens and includes set-up and teardown. Provide one Silent Auction donation item with a retail value of \$100. Post event sales commission on sales (net of booth fee) of 20%.

Vendor requests the following Booth Selection:

- 6.1 Booth Selection\_\_\_\_. Vendors 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.
- 6.2 SHS will provide 110 watts of electricity to the Exhibitor (at an additional cost for Mini & Standard, included for Deluxe). Vendor is responsible for providing all extension cords, power strips, bulbs, lamps, or other lighting fixtures needed for their booth.
- 7. **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.
- 8. **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.
- 9. **STAFFING.** All booths must be staffed throughout the boutique or Vendor may forfeit exhibit space. Vendors and staff must comply with all federal, state & local ordinances and guidelines. This includes compliance with all COVID-19 industry-specific checklist postings that are in effect at the time of the event.

### **SET-UP HOURS:**

Saturday, October 21, 2023 between 12:00 PM - 5:00PM

#### **BOUTIQUE HOURS**

Saturday, October 21, 2023 from 6:00PM - 8:00PM Sunday, October 22, 2023 from 9:00AM - 4:00PM

# **TEAR DOWN HOURS AND REPORT SALES FIGURES**

Sunday, October 22, 2023 from 4:00PM - 5:00PM

- 10. **SUBLEASING**. Exhibitors may not sublet their spaces, or any part thereof.
- 11. **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.



- 12. **COMPLIANCE WITH LAWS/STANDARDS.** Exhibitors are responsible for meeting all city/state resale-licensing agreements. Exhibitors are 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 Exhibitors 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.
- 13. **PAYMENT**. Vendors must include all fees with registration form. Sales commission is due and payable within 10 days following the event and mailed to Servite.
- 14. **COVID-19 CANCELLATION POLICY.** In the event of a venue or other unforeseen Federal/State/Local restriction, a full refund will be issued within 21 days of venue or government notice.
- 15. This Agreement shall be governed by construed in accordance with the laws of the State of California.

Please send payment <u>and</u> signed		Servite Advancement Offic	e - FS Boutique
Please make check or money ord	er pavable to:	Servite High School	
Email	 Website addre		
City, State & Zip	Phone (Cell)		
Name of Business	Mailing Addre	ess	
Vendor Signature	Print Name		Date

Laurel Warren

Laurel Warren (714) 380-9331 dedicatedmama917@gmail.com

Please contact the Boutique Chairs with any questions: