



ANNUAL POLISH FESTIVAL

Vendor Space Rental Application/Agreement

When mailing in payment please mail to:
Our Lady of Czestochowa - Polish Festival
C/o Vendor Coordinator
2828 West Country Gables Drive, Phoenix, AZ 85053-4904

This agreement is for rental of vendor space between the Annual Polish Festival of Our Lady of Czestochowa Church at Phoenix, AZ February 25 & 26, 2017 – **Vendor registration deadline is Sunday, February 5th 2017**

(Hereinafter Vendor) Company/Business Name _____

Booth Rental Fee: Vendor agrees to pay **\$250.00 per booth space for 2 full days** (plus any additional charges that may be incurred on-site) for the purpose of displaying and selling merchandise to the attendees of the Annual Polish Festival 2017. (PLEASE NOTE: There is a \$30 fee for returned checks)

Acknowledgement and Warranty: Vendor acknowledges and warrants that the individual signing this Agreement for Vendor on its behalf has been duly authorized to do so. Vendor further acknowledges and warrants that he/she is willing to comply with all stipulations of "The Annual Polish Festival of Our Lady of Czestochowa" Vendor Space Rental Agreement.

Name of Company/Business: _____ Date of Application: _____

Vendor's Signature _____ Vendor's Printed Name _____

Address: _____ City/State/Zip: _____

Description of Products/Services to be sold and or displayed:

Telephone #: _____ Email: _____

Vendor Booth Rental Fee:

10 x 10 EMPTY SPACE ONLY - VENDOR must provide its own tent, tables, and chairs and must be secured with sand or water. No nails allowed in asphalt. Each Vendor must provide its own Liability Insurance and the Hold Harmless/Indemnity Agreement Form

-  Registration fee paid by February 5th 2017 is \$250.00 - (No refund will be given)
-  Registration fee paid after February 5th 2017 is \$300.00

➤ **Electrical connection outlet additional \$25.00 for both days**

Vendors set up hours:

Sat. and Sun. between 7am – 9 am; for safety reasons vehicles will not be allowed past 9:00 am in the setup area.

Booth Locations: will be assigned upon arrival

*Vendor displays must shut down for the night; nightly security team of the APF is not liable for any loss or damages.

**Vendors may NOT ship to church/nor store any merchandise at church

For more information please contact: Ewa Crispo tel: 480-225-4335 email: crispo1958@yahoo.com

For APF use only:

___ Application Approved ___ Application Denied Date: _____ Fee Amount: _____

Form of Payment: ___ Money Order ___ Check (#: _____) ___ Cash

For the Annual Polish Festival - Our Lady of Czestochowa

Festival Hours:

Saturday from 10:00 a.m. to 9:00 p.m. & Sunday from 10:00 a.m. to 5:00 p.m.

Vendor Space Rental Agreement

Annual Polish Festival

Our Lady of Czestochowa Parish

Vendor Rules and Regulations:

Vendor will abide by all provisions of the Annual Polish Festival and Our Lady of Czestochowa Church Vendor Rules and Regulations.

Vendor Qualification:

APF shall have the right to deny Vendor access at the discretion of APF. All Vendors must furnish a description of products/services to be displayed and/or sold at the Annual Polish Festival. Sales of any products/services that conflict with Our Lady of Czestochowa Church will be disallowed.

Use of Space:

Vendor may not transfer or share its booth space with any other entity unless approval is given by APF in writing. Vendor will display and sell its own products and services which it stocks, ships invoices, or represents in the regular course of its business. Shared booth is not allowed and if Vendor is found to be in violation, this will result in a penalty of immediate eviction without refund; or double payment for shared booth.

Unauthorized Activities:

Vendor acknowledges that the APF is designed to be an orderly, controlled event and agrees not to exhibit, sponsor, or hold any activity designed to promote or sell goods or services except as an authorized vendor following assignment of booth space number. Vendor will refrain from sponsoring or endorsing any noise-producing activities during hours of announced APF scheduled activities without prior written consent of APF. **No food is allowed to be sold.**

Limitation of Liability:

The APF as well as the Our Lady of Czestochowa Church nor their respective officers, directors, agents, employees, volunteers or affiliates shall be liable to Vendor for any injury, loss, or damage to the person or property of Vendor, its officers, directors, agents, employees, or invitees.

Compliance with Applicable Laws and Indemnifications:

Vendor will strictly comply with all laws pertaining to its exhibition at APF, including, but not limited to, laws pertaining to copyrights, trademarks, antitrust, promotions, and giveaways. Vendor will indemnify APF and hold APF harmless from any and all liabilities in respect of suits, proceedings, demands, judgments, damages, expenses, and costs (including, without limitation, reasonable attorney's fees and costs and expenses incurred in the investigation, defense, or settlement of any claims covered by this indemnity) which APF may suffer or incur by reason of participation in APF by Vendor, its officers, directors, employees, agents or representatives. Vendor shall remain solely responsible for any and all taxes or fees due to the respective governments that may arise from the business transactions during the event.

Breach of Contract and Violation of Rules and Regulations:

Following acceptance and execution of this Agreement by APF, any breach of the resulting contract by Vendor, its officers, directors, agents, or employees may, in APF's discretion, result in immediate or future loss of Vendor's exhibiting privilege. Following execution of Vendor agreement by APF, APF will not refund any fees paid by vendor for any reason. In no event shall APF be responsible for consequential damages or expenses. Any bankruptcy filing of any kind by Vendor or Vendor's insolvency shall constitute a breach of the Agreement. Either party's waiver of or failure to exercise any right provided for in the Agreement shall not be deemed a waiver of any further or future right hereunder.

Severability:

If any provision in this Agreement for booth space is determined by a competent authority to be unenforceable, all other provisions shall continue in full force and effect.