

VENDOR AGREEMENT 2010

This Agreement is made and effective this _____ day of _____ 20____, by and between the **Florida State Primitive Baptist Convention**, a not-for-profit corporation organized under the laws of the State of Florida ("Convention"), having its principal place of business in Tallahassee, Florida, and _____, a sole proprietor ("Vendor"), having his or her principal place of business in _____, _____.

WHEREAS, the Convention desires to provide display space for vendors to exhibit, demonstrate and sell its products at the Convention's Annual Session meeting scheduled **April 19-23, 2010**, at the Zion Hope Primitive Baptist Church, Pensacola, FL ("Annual Session"); and

WHEREAS, Vendor desires to display its goods and products at the Annual Session, which said goods and products are more specifically described as _____;and

Now, therefore, in consideration of the mutual promises herein, the Convention and Vendor agree as follows:

1. Engagement.

Convention hereby agrees to provide Vendor space to exhibit, display and sell its goods, products and services at the Annual Session and Vendor agrees to exhibit, display and sell its goods and products according to the following:

- A. Vendor will choose from the following table size or booth. See Exhibit "A", attached hereto and incorporated by reference.
- B. Upon execution of this Vendor Agreement and the Vendor Form, attached herein as Exhibit "B" and incorporated by reference, receipt and approval by Elder J. C. Tookes, Vendors Coordinator, ("Approved Vendor"), space for vendors will be assigned on a first come first serve basis based upon availability. Vendor space will also be subject to the commercial use and value based upon the information provided by the vendor. No vendor space is available directly outside of the entrances to and exits from worship service areas.
- C. Approved vendors will be allowed to set up its display beginning Monday, April 19, 2010, between 2:00 p.m. and 6:00 p.m.
- D. All vendors must completely remove all display items, goods and products from the Zion Hope Primitive Baptist Church no later than midnight Saturday, April 24, 2010. Any and all merchandise and/or equipment remaining after 12:00 midnight will be discarded at the discretion of the Zion Hope Primitive Baptist Church.
- E. All vendors shall provide samples of vendor signs and advertisements by 5:00 p.m. April 15, 2010. The Convention will not allow vendor advertisement and signage for vendors who fail to adhere to this deadline. The disallowance of advertisement or signage pursuant to this clause does not affect or alter the booth or table fee.
- F. No vendor shall sell any unauthorized reproducible video or audio tapes or CDs of either past or present Annual Session programs and activities or other Annual Session items such as cups, T-shirts, bags, key rings, etc. This provision also applies to Florida State Primitive Baptist Convention related material. The sale of Annual Session or Convention related material maybe sold if written approval is received from Elder J. C. Tookes, Vendors Coordinator. Upon written approval, said vendor items must bear the Convention labels available from Elder J.C. Tookes.
- G. Vendors shall not sell or demonstrate products that produce fumes or odors (e.g., fingernail products, etc.).
- H. No tapes or other recordings are allowed by Vendor unless directly related to the sale and demonstration of its goods, products or services. Should Vendor play any related tapes or other recordings, Vendor agrees to keep down the sound level so that it does not interfere with the Annual Session program and activities, Zion Hope Primitive Baptist Church guests, or the displaying, demonstrating, or selling by other vendors.
- I. Vendor shall not sell food or drinks.
- J. Vendor shall not tack, nail or screw into the walls, floors, columns, and other parts of the Zion Hope Primitive Baptist Church or its fixtures.

2. Term.

The Term of this Agreement shall begin 2:00 p.m., Monday, April 19, 2010 and end Friday, April 23, 2010, midnight.

3. Payment.

- A. Payment for providing space to vendors shall be in accordance with the price list described in Exhibit "A".
All fees are due by 5:00 p.m. Saturday, March 13, 2010. Signed Agreements and Vendor Forms not accompanied by proper payment will not be processed, nor assigned space.
- B. No personal checks will be accepted. Only certified checks, cash, or money orders will be accepted.
- C. The Zion Hope Primitive Baptist Church may charge additional fees if special electrical wiring is required.

4. Cancellation Policy.

In the event the Vendor finds it necessary to cancel participation at the Convention, refunds will be made as follows: a 50% refund will be given for all cancellations received in writing by 5:00 p.m., Monday, April 5, 2010. No refunds will be given for cancellations made after 5:00 p.m., April 5, 2010. Cancellations will be accepted in writing only and submitted to Elder J.C. Tookes.

5. Subletting of Space.

Vendors shall not be permitted to sublease or sublet any part of the space allotted to it. Vendors are not allowed to advertise materials or products not related to its goods, products, or services.

6. Warranties.

Upon execution of this Agreement, Vendor warrants that it has proper authority to sell all items it sells or demonstrates. Vendor further warrants that it adheres to all U.S. Internal Revenue Service, state and local governmental regulations related to selling and demonstrating its goods, products and services. The Convention shall not be responsible for any copyright infringements, or violations of the U.S. Internal Revenue Service, state and local governmental regulations.

7. Insurance.

Neither the Convention nor the Zion Hope Primitive Baptist Church shall be responsible for merchandise, equipment, or other related items that are lost, damaged, or stolen prior to, during, or subsequent to the Annual Session. Further, neither the Convention nor the Zion Hope Primitive Baptist Church shall be responsible for any death or personal injury to Vendor's employees, representatives, or agents. This Agreement shall be subject to the Agreement executed by the Convention and the Zion Hope Primitive Baptist Church.

Vendor shall be responsible for insuring its property and equipment and providing liability insurance for its employees, representatives, or agents. By executing this Agreement, Vendor warrants that it currently has general liability and property damage insurance that covers its equipment, merchandise, employees, representatives and agents.

The furnishing of security by the Convention or the Zion Hope Primitive Baptist Church shall not affect the non-liability of the Convention, its members, officers, representatives or employees, or the Zion Hope Primitive Baptist Church, its employees, representatives, or agents.

8. Indemnification.

Vendor shall indemnify and hold harmless the Convention and the Zion Hope Primitive Baptist Church, its employees and agents for all proceedings, causes of action, suits, damages, losses, liability, costs and expenses, including reasonable attorneys' fees and costs, whatsoever that may arise, either directly or indirectly, in connection with this Agreement, or the negligence or willful conduct of Vendor, its employees, representatives, agents and independent contractors in performing its obligations under this Agreement, regardless of whether such proceedings arise in tort, contract, equity, under any statute, common law, or otherwise. In addition, Vendor acknowledges that neither the Convention nor the Zion Hope Primitive Baptist Church maintains insurance to cover Vendor, its property or employees.

9. Independent Contractor.

Vendor is and throughout this Agreement shall be an independent contractor and not any employee, partner, or agent of Convention. The Convention shall not be responsible for withholding income or other taxes from the payments made to Vendor. Vendor shall be solely responsible for filing all returns and paying any income, social security, or other tax levied upon or determined with respect to the payments made to Vendor pursuant to this Agreement.

10. Amendments.

The Convention reserves the right to interpret, amend and enforce this Agreement. Written notices of any amendments or interpretations shall be given to Vendor. Vendor agrees to abide by this Agreement and any subsequent amendments hereto. Vendor shall not alter or amend this Agreement without written consent from Elder J.C. Tookes.

11. Controlling Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

12. Final Agreement.

This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written, or oral.

13. Notices.

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested, or sent by recognized overnight courier service as follows:

If to the Convention:
ATTN: Elder T. C. Tookes
Vendors Coordinator
1329 Abraham Street
Tallahassee, Florida

14. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

Elder T. C. Tookes, Vendors Coordinator Date

Vendor Name, Title Date

EXHIBIT "A"

Booth - \$ \$300 each

- One (1) Table 8' x 10'
- One (1) Waste Basket
- Two (2) chairs

EXHIBIT "B"

Vendor Name _____

Vendor Mailing Address _____

Vendor Phone Number(s)
Home _____ Business _____ Mobile _____

Vendor Fax Number _____ Email Address _____

Description of Item(s) to be sold

I am interested in the following space

_____ Booth @ \$300.00 each

Vendor's Signature _____ Date _____

Forward complete Agreement along with the appropriate fees to:

Elder J.C. Tookes
1329 Abraham Street
Tallahassee, Florida 32304
 Telephone: (386) 328-0284 or (850) 224-8486

FOR OFFICE USE ONLY

Fee in the amount of \$ _____ received on _____, 20____ for a

_____ Table Top _____ Booth
 _____ Assigned Table Top No. _____ Assigned Booth No.

Receipt No. For Payment _____

Date Copy of Agreement and Receipt Returned to Vendor _____

Received By: _____