



United Church of Jesus Christ (Apostolic) – Vendor Agreement (WOR Luncheon)

THIS AGREEMENT dated this _____ day of _____, 2013 is by and between the United Church of Jesus Christ (Apostolic) (a nonprofit corporation), as administered by the 2013 National Convocation ("The Committee"), and

_____ ("The Vendor")
whose permanent address is: _____

_____ Zip: _____

and whose telephone number is: (_____) _____ - _____ and whose Tax ID number is: _____ (if applicable).

Vendor Contact Person Name: _____

Email Address: _____

If not selling items at the 2013 UCJC National Convocation (WOR Luncheon) event, please check here ___ and go to the Hours of Operation Paragraph.

The Committee desires to permit said Vendor to sell said items during the 2013 UCJC Convocation (WOR Luncheon). THEREFORE, in consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

- **RIGHT TO SELL:** Vendor shall have the right to sell items during 2013 UCJC National Convocation. Said sales are to occur only within the area designated by the committee for the Vendor. *PLEASE ATTACH LIST OF ITEMS YOU WILL SELL SO THAT WE CAN HELP TO BEST PLACE YOUR VENDOR SPOT.*
- **BEVERAGES:** Vendor shall not sell, distribute or disseminate beverages unless otherwise agreed upon by The Committee in writing.
- **HOURS OF OPERATION:** Vendor booths must be fully staffed and open for sales and must remain fully staffed and prepared to serve customers at the agreed upon dates and times. Friday, June 28, 2013, 9:30 a.m. – 2:30 p.m. ONLY
- **TABLES AND CHAIRS:** Tables and chairs are the responsibility of the vendor. Should the vendor require the committee to supply tables and/or chairs; an additional fee of \$15 per table and \$5 per chair will be assessed. No sales or service shall be made from the sides or rear of the allotted space or spaces. Vendor understands that The Committee, at its sole discretion, will assign space. Vendors must supply their own tables and chairs and all supplies necessary to operate within their allotted space.
- **SPACE RENTAL FEE:** Vendor agrees to rent a space during 2013 UCJC National Convocation Women of Royalty (WOR) luncheon to be held, June 29, 2013 at the cost of \$50 All fees and deposits are due and payable with the submittal of this agreement.
- **SET UP:** Vendor will set up between 8 am and 9 pm on Wednesday, June 26, 2013.

- **TEAR DOWN:** Vendor will remove all materials from the Church facility by 4 pm on Friday, June 28, 2013.
- **SIGNAGE:** All Vendor signs and banners must be contained within the assigned space. Each Vendor is responsible for supplying their own signs for their space.
- **TRASH:** A refundable litter deposit of \$25 is due at the time of contract. The Vendor will keep their assigned space free from trash, wastewater, litter and other refuse items at all times. Assigned booths will be inspected upon final departure. Failure to leave the rented space in an acceptable manner will result in the forfeiture of the \$25 deposit
- **CONDUCT:** Vendors will not engage any conduct unbecoming a professional or Christian. Vendor will abide by the rules and regulations of the United Church of Jesus Christ (Apostolic).
- **NOISE:** All vendors are required to maintain noise levels at acceptable decibels as to not disturb church services or other vendors. Failure to maintain acceptable noise decibels will result in the immediate forfeiture of booth space and all fees associated with the rental.
- **STORAGE:** The Vendor will not store supplies, equipment, or inventory within the church outside their designated booth.
- **ELECTRICAL SERVICES:** There will be no electrical devices, generators, or other such mechanical devices allowed. If you must have electricity, please check here _____. Cords and power strips are the responsibility of the vendor.
- **MONETARY CHANGE:** The Committee is not responsible for providing change to Vendors.
- **CANVASSING:** Vendors may canvass only from inside their booth space. Canvassing from outside of the booth space is not permissible and vendor shall be liable for immediate closure and loss of all submitted monies.
- **SITE INSPECTION:** Vendor is responsible for leaving their designated space as found. Failure to do so will result in any charges required to repair or correct the situation. Vendor is responsible for returning the vending site to its original physical condition by 2 pm on Friday, June 28, 2013.
- **SECURITY:** Vendors are responsible for the security of their own property and equipment at all times. While limited security personnel will be on duty at all times during the convocation, no security personnel will be assigned specifically to Vendors. The UCJC(A) shall not be held responsible for loss, theft, or damage to any property left on-site at any time.

- **LIABILITY:** Vendor shall indemnify and hold UCJC(A), the Committee, contractors, staff and volunteers harmless from any claim or cause of action arising out of or in connection with the acts or omissions of Vendor under this agreement, and shall reimburse UCJC(A)r for any costs, including but not limited to, reasonable attorney's fees incurred in defense of any such claims.
- **VIOLATIONS:** Vendor acknowledges that a breach of any of the terms of the Agreement may result in the termination of this Agreement and the preclusion of the Vendor's participation in future UCJC(A) events. In the event this Agreement is terminated as a result of any breach by Vendor, Vendor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.
- **AGREEMENT MODIFICATIONS:** No prior or present Agreements or representations shall be binding upon any of the parties hereto unless incorporated in the agreement. No modification or change in the Agreement shall be valid or binding upon the parties unless in writing executed by the parties to be bound hereto.
- **AGREEMENT DEADLINE:** The Agreement shall be signed by the Vendor and returned to The Committee. This Agreement shall become effective when signed by The Committee upon receipt.
- **CANCELLATION:** Vendor understands in the event the Vendor cancels after June 21, 2013, or fails to provide the required materials; the entire booth fee will be retained. Vendor agrees that, in the event this Agreement is terminated as a result of Vendor's failure to provide any required documentation, Vendor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.
- **RESOLUTION OF DISPUTES:** In the event of a dispute arising in any manner as a result of, or in any way related to, this Agreement, the parties hereto agree to submit the same to mediation and/or arbitration as a prerequisite to legal action. In the event arbitration or legal action is commenced, the prevailing party shall be awarded reasonable attorney fees and costs incurred as a result of said dispute.
- **BOOTH ACCESS:** The Committee and its agents or assigns shall have access to the aforesaid described space and premises at all times. Space cannot be assigned or leased by any organization other than The Committee.
- **DISPLAYS:** The Committee reserves the right to locate any exhibit or display where it is in the best interest of convocation. The Committee reserves the right to cancel any exhibit or display that is not in the best interest of the convocation. If it is found that a Vendor has misrepresented themselves, or supplied false information to the Committee, the Committee reserves the right to close the Vendor and the Vendor will forfeit any fees already paid. The committee may be required to move your booth location the day of the event.

We want the Convocation to be a great opportunity for everyone involved and appreciate your cooperation.

By signing this Agreement, Vendor acknowledges that:

- Vendor has had the opportunity to review this Agreement;
- Vendor has had the opportunity to consult with legal counsel, if desired; and
- Vendor fully understands the terms and conditions set forth herein and agrees to be bound by the same.

Vendor Signature Vendor Company (Please Print)

Executed this _____ day of _____, 2013. (For Vendor)_____

Committee Representative

Date

PLEASE REMIT PAYMENT

To:

The United Church of Jesus Christ (Apostolic)

Attn: Dr. Simone Gibson

5150 Baltimore National Pike, Baltimore, MD 21229

F: (410) 945-7717 E: ladysg3@yahoo.com

Checks should be made payable to UCJCA. (\$50 rental fee plus \$25 litter deposit)

- Rental fee is due before set-up on Friday, June 29, 2013 at 9:00 a.m.
- Litter deposit should be a separate check and is also due at check-in. The Litter deposit will be held until after check-out on Friday, June 29 and will be returned if area is restored to a respectable manner.