

Greenfield Harvest Festival 2019

Sunday, October 20, 2019• 11:00am to 5:00pm

Downtown Greenfield

Produced by First Night Monterey and Greenfield Cultural Arts Center

COMMUNITY VENDOR AGREEMENT

Organization Name: _____

Contact Name: _____ Title: _____

Address: _____

Phone: _____ Fax: _____

Cell: _____ E-mail: _____

Website: _____

Representative for the day of event: _____

Activity for Event: _____

Special Needs: _____

1. Agreement. This Contract between First Night® Monterey, Inc. and the Community Organization above authorizes the organization to have a booth and share information about programs and services to the festival attendees at the designated location during the Greenfield Harvest Festival on Sunday, October 20, 2019.

2. Staffing. Vendor shall continuously staff its booth from 11:00AM to 5:00PM on Sunday, October 20, 2019. At all times its staff must wear identification provided by First Night® Monterey.

3. Set-up and Clean-up. Vendor shall set up its booth no later than 10:30AM and remove its booth and all debris no later than 6:00 PM on Sunday, October 20, 2019. Vendor shall clean up its booth location and leave it in the condition received.

4. Merchandise. Vendor is not allowed to sell any Merchandise without the prior written consent of First Night® Monterey.

5. Alcohol. Vendor and its staff shall not use, sale, serve, and/or consume alcohol during the Festival. This policy will be strictly enforced.

6. Compliance. Vendor and its staff shall comply with all rules for the Festival and directions given by First Night® Monterey personnel, including the prohibition against alcohol. First Night® Monterey may require Vendor to vacate its location for failure to comply.

7. Liability. Vendor agrees to defend, indemnify, and hold harmless First Night® Monterey, Inc. and its officers, directors, employees, volunteers, and representatives from and against any claim or liability for loss, injury, death, or damage to property or persons, including reasonable attorneys' fees, arising out of or related to the merchandising activities of Vendor during the Festival.

8. Insurance. Vendor shall carry commercial general liability insurance with limits of at least \$1 million single limit bodily injury and property damage liability on an occurrence basis and shall provide First Night® Monterey with proof of insurance no later than September 15, 2019.

9. Dispute Resolution. The parties agree to try in good faith to resolve any dispute relating to this Contract. If they cannot to do so, they agree first to try to settle the dispute by mediation; if this is unsuccessful, they agree to binding arbitration with the American Arbitration Association. Judgment on an arbitration award may be entered in any court having jurisdiction. Any such mediation or arbitration shall be held in Monterey, California, unless another location is mutually agreed upon.

10. Miscellaneous. This is the entire agreement between the parties on the subject matter and may not be modified except in writing signed by both parties. This Contract shall apply to and be binding upon the heirs, personal representatives, successors and assigns of the parties. The rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California. Vendor shall not assign this Contract or any obligations hereunder without the express written consent of First Night® Monterey. In any action to enforce or interpret this Contract, the prevailing party will be entitled to recover its reasonable attorneys' fees from the other party.

FIRST NIGHT® MONTEREY, INC.

COMMUNITY VENDOR

Name: Ellen Martin
Title: Executive Director

Name:
Title:

Contract is due September 25, 2019

First Night Monterey • 542 Archer Street • Monterey, CA 93940
Office: 831-373-4778 • Spanish Cell: 831-402-0206 • Fax: 831-642-9860
Email: info@firstnightmonterey.org
Web: www.firstnightmonterey.org • www.greenfieldartscenter.org