

Exchange Club of Pearland
WINTER MARKET
Vendors Contractual Agreement SPACE # _____

EVENT: The Winter Market is an outdoor event hosted by The Exchange Club of Pearland (ECP) and located at Pearland Town Center (PTC). Overnight POLICE Security WILL BE provided by the Exchange Club and PTC.

VENDOR RESPONSIBILITY: Vendors/Exhibitors must provide their own display equipment, including tables, chairs and display racks, extension cords, lighting, and canopies.

***** NEW FOR 2018 ***** All refunds and incentives afford via promotions and early registration shall be paid by ECP on or after the 3rd day of the show but within 30 days of show end date in all cases. In all cases, the vendor MUST remain all three (3) days to be considered.

***** NEW FOR 2018 ***** ALL booths must have canopies or tops covering entire booth! No open air tops or tables only. All canopies MUST HAVE weights capable of securing it in cases of high winds. ECP and PTC will NOT provide any thing(s) to secure nor operate your booth with the exception of electricity. (We want to create a market that appears like olden days)

***** NEW FOR 2018 ***** ECP will do everything in its power to market, promote, encourage and create an atmosphere that welcomes shoppers. In this regard, it is in our best interest to see your sales and foot traffic be successful, as we both reap the benefits. However, we do NOT guarantee foot traffic. What we have witnessed is vendors "sitting" inside their booths and customers walking by. We can not force the customer to engage you or enter your booth. Sales and success is strictly up to you and how you use your time.

***** NEW FOR 2018 ***** All booth now come with Electricity. Vendor must provide cords needed to connect to our source(s). ECP will NOT provide any cords and only provides source points.

Exhibitors must be or have a presence at all times during the show. No booth will be left unattended during operating hours. Each vendor must stay open until closing, unless given express permission. No late setups are permitted. All traffic shall be at the control of ECP or PTC.

PRODUCTS: No garage sale "type" items will be accepted and all items must be family-friendly, quality products approved by ECP and PTC. If items displayed in the booth do not meet guidelines, the exhibitor will be asked to remove those items. No food items may be sold – unless approved during the application process.

SPACE INFO: Your space will not be reserved until your payment and contract is received and transacted. NO REFUNDS will be given. Please be advised that ECP is not responsible and are not to be held responsible, for any property loss, damage, accident or injury to property or person(s) participating in our event(s) nor their customers. Booths must be taken down immediately following the market show. Anything left on premises will be thrown out.

LIABILITIES: Licensee/vendor agrees to indemnify, hold harmless, save and defend (collectively "indemnify") PTC, ECP and all other affiliated property owners, investors and their parties, members, officers, agents and employees (collectively the "indemnified parties" or

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individually an “indemnified party”) from and against any and all claims, demands, damages, losses, expenses, costs, liabilities, injuries, causes of action or judgments, including reasonable attorney’s fees and court costs (collectively “claims”) that are attributable to personal injury or death, or damage to property including loss of use thereof actually or allegedly occasioned by, contributed to or arising out of in whole or in part from ECP. LICENSEE’S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS OR NEGLIGENCE OF AN INDEMNIFIED PARTY REGARDLESS OF WHETHER SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE OR PASSIVE, DIRECT OR INDIRECT, SOLE OR CONCURRENT.

Notwithstanding anything foregoing to the contrary, if any claims for personal injury or death as referred to above is asserted against any one or more of the indemnified parties by any employee of Licensee and/or the estate or survivors of a deceased employee of Licensee, the obligation to indemnify shall apply and be enforceable without limitation and notwithstanding that the claims are actually or allegedly caused by the negligence, acts or omissions, whether active or passive, direct or indirect, sole or concurrent of an indemnified party CANCELLATION BY VENDORS OR ECP.

REFUNDS: As occupancy of the Event Space is the essence of the Agreement, no refunds shall be made in connection with any Rental Space Fee after the acceptance of said fee by ECP. The Event will proceed on the scheduled day(s) unless cancelled by ECP on Friday morning by 10am. In the event of a weather related cancellation at or before 10am, ECP may refund fifty percent (50%) of the booth rental. Regardless to the aforementioned, NO refunds will be issued for weather related issues once the event is open for business.

FORCE MAJEURE: In case of cancellation of the Event or unavailability of the Event Space for specified use due to war, governmental action or order, act of God excluding weather, but not limited to, fire, strike, labor disputes, or any other cause beyond ECP’s control, this Agreement shall terminate, and the Vendor shall be entitled to the return of 50% of the Rental Space Fee for the Event Space. Refund of the Rental Space Fee (or a portion thereof, as applicable) as provided in this section, shall be the exclusive remedy of the Vendor against ECP and/or its representatives, employees, agents, invitees, licensees, affiliates, and all other related parties in the case the Event is canceled or rescheduled or the Event Space is unavailable for use. In case of damage to the Vendor through war, governmental action or order, act of God, including, but not limited to, fire, strike, labor disputes, or any other cause beyond ECP’s control, the Vendor expressly waives all liability and completely releases and holds harmless ECP of and from any and all claims for damage to person and property and agrees that ECP shall have no liability whatsoever.

SALE OF PRODUCT: Vendors are responsible for all their transactions, sales taxes, and personal cash needs. Only products on the Application can be sold. If food is approved, the vendor shall meet all obligations of the City of Pearland and the State of Texas and shall make proof of same available upon demand of city/state official or ECP representative. Vendors are also solely responsible for all trademark infractions or any gaming related violations.

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GOVERNING LAW: This Agreement shall in all respects be governed by the law of the State of Texas, City of Pearland and County of Brazoria.

ASSIGNMENT, SUBLETTING OF EVENT SPACE: No Vendor shall assign, sublet or share the Event Space allotted to such Vendor without the knowledge and written consent of ECP. No products, parts, accessories or other goods, souvenirs, catalogs, etc. bearing names or other forms of advertising other than that of the Vendor may be displayed. No firm, person or organization not assigned event space shall be permitted to solicit business within the Event areas.

LIABILITY AND INSURANCE: In no event, shall ECP or PTC, nor their representatives, contractors, nor corporate sponsors of the Event be responsible for any injury, loss nor damage that may occur to the Vendor's employees, agents, customers, contractors, representatives, or property from any cause whatsoever. It is the Vendor's responsibility to protect machinery, perishables, and exhibits so that no injury will result to the public visitors, guests, or persons, or property. If property does not appear to be properly maintained, it will be promptly withdrawn from the Event site. All property of the Vendor, including food-stuffs and other perishables is understood to remain in Vendor's care, custody and control in transit to, from, or within the confines of the Event area subject to the Rules and Regulations of the City of Pearland and State of Texas. The Vendors, on signing the Agreement expressly release, hold, keep, save harmless and indemnify the foregoing.

NOTES: _____

Signed and agreed this _____ day of _____, 20____.

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LEASOR

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Company

Exchange Club of Pearland.

Email

Phone