



Equi-librium Vendor Contract

EQUI-LIBRIUM, 524 Fehr Road, Nazareth, PA 18064 and _____
(hereinafter referred to as VENDOR), intending to be legally bound, agree as follows:

1. VENDOR agrees to provide retail items at the following event: _____

ITEMS TO BE SOLD:

2. VENDOR agrees to pay \$20 for each 10' x 10' space, which shall be retained by EQUI-LIBRIUM as consideration for this agreement. The amount can be paid in cash, check, or through a credit card. VENDOR is responsible for any tables, chairs, and equipment needed. Access to electric is not guaranteed.

3. VENDOR agrees to provide EQUI-LIBRIUM with a certificate of commercial general liability insurance, including premises operation, independent contractor, product liability and contractual liability provisions. Vendors shall also provide evidence of Workmen's Compensation insurance, if they have employees. Equi-librium shall be named "additionally insured" on the COI in regards to premises operations and product liability. The minimum limit of liability under this policy shall be \$1,000,000.

If you need liability insurance, the following companies provide ONE-DAY insurance.

For artists: www.actinsurance.com/

For all others: www.eventsured.com

When selecting options for what type of event you are attending, you can select:

Craft Vendor; location of venue is Equi-librium, 524 Fehr Road, Nazareth, PA 18064. You can select 'no' for all the questions under Eligibility Questions.

4. VENDOR's responsibilities hereunder shall include:

a. VENDOR shall be solely responsible and pay for the Pennsylvania sales tax, any gross receipts tax or any other tax levied by any other governmental organization with respect to sales or activity of VENDOR under this agreement.

b. VENDOR agrees to be present with a representative in the area at all times.

c. VENDOR shall return this contract and applicable payment to the EQUI-LIBRIUM prior to the event date.

5. EQUI-LIBRIUM'S responsibilities hereunder shall include:

a. EQUI-LIBRIUM agrees to provide VENDOR with a 10' x 10' space, to conduct VENDOR's sales.

6. VENDOR shall be solely liable for any equipment, or other items of personal property that it brings to the above location both during event hours and thereafter. VENDOR represents that it has insurance covering said items for loss due to vandalism, theft or other casualty. EQUI-LIBRIUM shall be held harmless for any claim for theft, vandalism, casualty or other loss whether or not said casualty or loss is covered by insurance, with respect to VENDOR's personal property left on the location both before, during, and after operating hours. Any personal theft should be reported immediately to EQUI-LIBRIUM.

7. VENDOR hereby agrees to indemnify and hold harmless, EQUI-LIBRIUM, its officers, agents, volunteers, and employees, of and from all actions, causes of action, damages, suits, or claims of any kind resulting from the service provided by VENDOR under this agreement, including but not limited to, any acts of VENDOR, its agents, volunteers or employees in the performance of this agreement, personal injury or damage to personal property or real estate resulting from the acts, errors or omissions of VENDOR, its agents, volunteers, or employees, whether negligent or non-negligent, or damage to VENDOR's personal property.

8. VENDOR acknowledges that no representations have been made to the VENDOR with respect to the size of attendance at the event, nor have any representations been made with respect to anticipated sales. Vendor agrees that it shall retain and replenish sufficient supplies to accommodate the attendees at the event.

9. EQUI-LIBRIUM requires all VENDORS to conduct the operation of the business in a professional manner. In the sole discretion of EQUI-LIBRIUM, a vendor who does not conduct himself, his agents, or employees, in a professional manner, may be precluded from involvement in future events.

10. This agreement shall be binding on the parties hereto, their successors and assigns and shall not be amended except by written agreement signed by both parties. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and all actions hereunder shall be in Northampton County, Pennsylvania.

11. In the event that the event is cancelled upon rule, regulation, order or recommendation of any state, federal or local governmental agency or by EQUI-LIBRIUM in response to any public health threat such as the outbreak of a highly communicable disease, this agreement may be cancelled by EQUI-LIBRIUM on written notice to VENDOR without further liability on either party.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year above written.

EQUI-LIBRIUM

VENDOR

Signature: _____

Signature _____

Date: _____

Date: _____