

VENDOR PERMIT

This Vendor Permit ("Permit" or "Agreement") is effective this ____ day of _____, 2023 by and between the Town of Cramerton (the "Town") and _____ hereinafter "Vendor" (each a Party and together, the "Parties").

WHEREAS, Vendor has requested permission from Town to participate in **Flannel Fest** to be held at **Centennial Center (145 8th Avenue, Cramerton, NC) on Saturday, November 18th.**

NOW THEREFORE, in consideration of the mutual promises and conditions stated below, the parties agree as follows.

- I. **ASSIGNED LOCATION:** Vendor shall be assigned a location by the Town. ("Vendor Location")
- II. **DUTIES OF VENDOR:**
 - A. Vendor shall provide all staff, equipment, supplies, items and articles necessary for the provision of sale of _____ (please attach a full description of items to be sold including menus/price lists). Vendor shall sell those items at the prices identified during the Event. Vendor shall provide and maintain the necessary inventory required to satisfy the public demand. All such products sold or kept for sale by the Vendor shall be of high quality and conform to Federal, State, County and local laws, ordinances and regulations in all respects.
 - B. Vendor shall not offer for sale any misbranded or impure products.
 - C. **VENDOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS, RULES AND REGULATIONS THAT APPLY TO THE SALE OF ITS MERCHANDISE AND THAT ARE APPLICABLE TO THE EVENT AND THE ACTIVITIES THAT OCCUR DURING THE EVENT AND SHALL FURTHER COMPLY WITH THE TERMS OF THIS AGREEMENT.**
 - D. Vendor shall provide Town with any special provision requests 30 days prior to Event.
 - E. Vendor is responsible for all damage to persons or property caused by or related to it or its activities.
 - F. No later than two weeks prior to the Event, Vendor shall provide the Town with copies of the following:
 1. Current copy of vehicle registration card
 2. Copy of Menus and price lists
 - G. Vendor must comply and assist with promoting Town of Cramerton rules including, but not limited to no glass bottles or containers, no littering, and no smoking tobacco products including e-cigarettes, or open flames.
 - H. Vendor shall ensure that sandbags, buckets or water barrels are used to secure ALL tents in place for the event.
 - I. Vendor shall be responsible for the breakdown and clean-up of the Vendor Location. Breakdown includes clean-up and the removal of trash and equipment from the facility such that the facility is in the same condition it was in prior to the Event. Vendor shall work with Town to repair damage to the Vendor Location that occurred during the Event. Vendor shall be responsible for the cost of repairs. Break down and clean-up shall be completed on or before 11:00pm on the day of the Event.
 - J. Staff/Volunteers: Vendor shall secure, train, and coordinate appropriate number of staff/volunteers to set-up, operate, breakdown and clean-up the Vendor Location before, during and after the Event.

- K. Vendor shall designate a contact person who will be on-site throughout the event and responsible for event coordination. The name, phone number and email address for that contact person shall be provided to **Rachel Andrea (randrea@cramerton.org)** no later than one week prior to the Event.

III. DUTIES OF THE TOWN:

- A. Secure and reserve Vendor Location for the event on Saturday, November 18th, 2023.

IV. INCLEMENT WEATHER:

- A. The Town may postpone, delay, or cancel the Event due to inclement weather at its sole discretion.

V. INDEMNITY AND INSURANCE:

- A. The Vendor shall indemnify and save harmless the Town, its agents, officials, and employees and assigns from and against all losses, costs, damages, expenses, including attorneys' fees, and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal; arising directly or indirectly from the Vendor's action or inaction and or operations, products or services rendered under this Agreement.

- B. The Vendor shall provide and maintain at its own expense during the term of this Agreement the program(s) of insurance covering its operations as set forth below. Such insurance shall be provided by insurer(s) satisfactory to the Town and evidence of such insurance satisfactory to the Town shall be delivered to the Town two weeks prior to the Event. Such evidence shall specifically identify the Event, this Agreement and list the as additional insureds. All such insurance shall be primary to, and not contributing with any other insurance maintained by Town.

1. Automobile Liability: Automobile Liability with a limit of not less than \$1,000,000 per occurrence combined single limit each occurrence for bodily injury and property damage liability covering all owned, non-owned or hired vehicles
2. Worker's Compensation Insurance: Workers Compensation Insurance as required by state law.

- VI. FORCE MAJEURE CLAUSE: The performance of the Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the Agreement. No refunds shall be provided.

VII. RIGHTS RESERVED BY TOWN.

- A. The Town reserves the right to terminate this Permit without notice if Vendor fails to comply with all requirements contained herein.
- B. The Town reserves the right to order the removal of any item sold or kept for sale during the Event that, at the Town's sole discretion, is judged to be less than high quality and/or detrimental to the health, safety or welfare of the Citizens of Cramerton.
- C. The Town is not liable for any losses incurred by the Vendor during the term of this Permit or as a result of the Event.

- D. The Town reserves the right to assign or re-assign Vendor's Vendor Location to ensure a controlled sales environment appropriate for public property. Vendor is not permitted to show up at the Vendor Location except as directed by Town and is not allowed to park or set up equipment without advance approval.
- E. The Town reserves the right to conduct random, unscheduled inspections of Vendor's operations and the right to take necessary action it deems appropriate up to and including shutting down Vendor's activities during the Event.

VIII. TERM. This Agreement shall be in effect from the Effective Date until the conclusion of the duties specified in this Permit.

In WITNESS WHEREOF, the parties have duly executed this contract as of the date first above written.

VENDOR

TOWN OF CRAMERTON

Signed: _____
By: _____
Title: _____

Signed: _____
By: _____
Title: _____

Phone:
Email:
Federal Tax ID #