



19TH ANNUAL POLISH FESTIVAL

Vendor Space Rental Application/Agreement

When mailing in payment, please send it to:

Our Lady of Czestochowa - Polish Festival

C/o Vendor Coordinator

2828 West Country Gables Drive, Phoenix, AZ 85053-4904

*This Agreement is for the rental of vendor space at the Annual Polish Festival of Our Lady of Czestochowa Church in Phoenix, AZ on April 13 & 14, 2024 – **The vendor registration deadline is Tuesday, March 26th, 2024***

(Vendor)

Company/Business Name

Booth Fee: The Vendor agrees to pay **\$450.00 per booth space for two full days** (plus any additional charges that may be incurred on-site) for displaying and selling merchandise or services to the attendees of the Annual Polish Festival 2024. (PLEASE NOTE: There is a \$50 fee for returned checks)

Acknowledgment and Warranty: Vendor acknowledges and warrants that the individual signing this Agreement for Vendor on their behalf has been duly authorized to do so. The Vendor further acknowledges and warrants that they are willing to comply with all stipulations of "The Annual Polish Festival of Our Lady of Czestochowa" Vendor Space Rental Agreement.

Name of Company/Business: _____ Date of Application: _____

Vendor's Signature: _____ Vendor's Printed Name: _____

Address: _____ City/State/Zip: _____

Description of Products/Services to be sold and/or displayed:

Telephone #: _____ Email: _____

Booth details:

10 x 10 EMPTY SPACE ONLY - VENDOR must provide its own tent, tables, and chairs. The canopy/tent must be secured with sandbags only - **NO nails allowed in asphalt (fine will apply).** Each Vendor must provide its own **Liability Insurance** and a signed copy of the Hold Harmless/Indemnity Agreement Form with a certificate of insurance to the PARISH.

🚧 **Registration fee of \$450.00 must be paid by March 26th, 2023** (No refund)

🚧 **The electrical connection outlet is an additional \$25.00 for both days**

🚧 **A \$70 late fee will apply after March 26th, 2023**

Vendors set up hours: Sat. and Sun. between 7:30 a.m. – 9:30 a.m. for safety reasons, vehicles will not be allowed in the setup area after 9:30 a.m.

Booth Location numbers will be assigned upon arrival. *Vendor displays must shut down for the night; the nightly security team of the APF is not liable for any losses or damages. **Vendors are NOT to ship/store any merchandise at the church office.

Please contact coordinator at email azpolishfestival@gmail.com or

Parish office at 602.212.1172 fax: 602.212.1173 email: biuro@rcphx.org

For APF use only:

____ Application Approved ____ Application Denied Date: _____ Fee Amount: _____

Form of Payment: ____ Money Order ____ Check#: _____ ____ Cash ____ Credit Card

Coordinator signature _____

Festival Hours:

Saturday from 10:00 a.m. to 8:00 p.m. & Sunday from 10:00 a.m. to 4:00 p.m.

Vendor Space Rental Agreement

Annual Polish Festival

Our Lady of Czestochowa Parish

Vendor Rules and Regulations:

The Vendor will abide by all provisions of the Annual Polish Festival and Our Lady of Czestochowa Church Vendor Rules and Regulations.

Vendor Qualification:

APF shall have the right to deny Vendor access at the discretion of APF. All Vendors must describe products/services to be displayed and/or sold at the Annual Polish Festival. Sales of products/services that conflict with Our Lady of Czestochowa Church will be disallowed.

Use of Space:

The Vendor may not transfer or share its booth space with any other entity unless APF approved in writing. The Vendor will display and sell its own products and services, which it stocks, ships invoices, or represents in the regular course of its business. A shared booth is not allowed, and if the Vendor is found to be in violation, this will result in immediate eviction without refund; or an additional \$350 fee at the discretion of APF.

Unauthorized Activities:

The Vendor acknowledges that the APF is designed to be an orderly, controlled event and agrees not to exhibit, sponsor, or hold any activity intended to promote or sell goods or services except as an authorized vendor following the assignment of booth space number. The Vendor will refrain from sponsoring or endorsing any noise-producing activities during hours of announced APF scheduled activities without the prior written consent of APF. **No food or beverage is allowed to be sold.**

Limitation of Liability:

The APF, as well as the Our Lady of Czestochowa Parish nor their respective officers, directors, agents, employees, volunteers, or affiliates, shall be liable to Vendor for any injury, loss, or damage to the person or property of Vendor, its officers, directors, agents, employees, or invitees.

Compliance with Applicable Laws and Indemnifications:

The Vendor will strictly comply with all laws affecting its exhibition at APF, including, but not limited to, laws referring to copyrights, trademarks, antitrust, promotions, and giveaways. The Vendor will indemnify APF and hold APF harmless from all liabilities in respect of suits, proceedings, demands, judgments, damages, expenses, and costs (including, without limitation, reasonable attorney’s fees and costs and expenses incurred in the investigation, defense, or settlement of any claims covered by this indemnity) which APF may suffer or incur because of participation in APF by Vendor, its officers, directors, employees, agents, or representatives. The Vendor shall remain solely responsible for all taxes or fees due to the respective governments that may arise from the business transactions during the event.

Breach of Contract and Violation of Rules and Regulations:

Following acceptance and execution of this Agreement by APF, any breach of the resulting contract by Vendor, its officers, directors, agents, or employees may, in APF’s discretion, result in immediate or future loss of Vendor’s exhibiting privilege. Following the execution of the Vendor agreement by APF, APF will not refund any fees paid by the Vendor for any reason. In no event shall APF be responsible for consequential damages or expenses. Any bankruptcy filing of any kind by Vendor or Vendor’s insolvency shall constitute a breach of the Agreement. Either party’s waiver of or failure to exercise any right provided for in the Agreement shall not be deemed a waiver of any further or future right hereunder.

Severability:

If any provision in this Agreement for booth space is determined by a competent authority to be unenforceable, all other provisions shall continue in full force and effect.

Vendor’s Company/Business Name: _____

Date of Acknowledgement: _____

Vendor’s Printed Name: _____

Vendor’s Signature: _____