

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 APF's discretion. 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 approves in writing. The Vendor will display and sell its 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 \$450 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 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 Printed Name _____

Vendor's Signature: _____

The Annual Polish Festival of Our Lady of Czestochowa Church