

VENDOR AGREEMENT – Israel Fest 2019

This Agreement is made this _____ day of _____, 2019, by and between Simon Family JCC (hereafter known as the "Organizer"), located at Simon Family JCC, 5000 Corporate Woods Drive, Virginia Beach, VA 23462, and _____, (hereafter known as the "Vendor"), located at _____.

(together, hereafter known as the "Parties")

Whereas, the Organizer has agreed to sponsor an Event, to which the Vendor has been invited to display and sell its merchandise; and

Whereas, the Vendor has agreed to attend and participate in the Event arranged by the Organizer as more particularly set forth herein;

NOW THEREFORE, the Parties mutually agree, as follows:

The Organizer agrees to host an Event, as follows:

1. The Date is Sunday, May 19, 2019. Hours of operation are 11:00 am to 4:00 pm.
2. The Event will take place at Simon Family JCC, 5000 Corporate Woods Drive, Virginia Beach, VA 23462
3. The Organizer will provide the Vendor:
 - a. (1) 10 foot x10 foot space with (2) 6 foot tables –OR- (1) 8 foot table, and two folding chairs,
 - b. And, subject to availability, the assistance of volunteers, to help the Vendor set up and monitor Vendor's space and merchandise.
 - c. If rain forces the Event to be moved indoors vendor space may be smaller than 10 x 10 but large enough for the table(s) as confirmed.
 - d. Access to the JCC beginning at 10am on the day of the event for set-up.
4. The Organizer and the Vendor will be jointly responsible for advertising the Event with the goal of bringing shoppers into the Event.

The Vendor agrees to the following:

1. The Vendor will attend and participate in the Event set up by the Organizer.
2. The Vendor will promote the event through social media, mailing lists and any other methods normally used by the Vendor.
3. The Vendor's space will be set-up and open for business beginning at 11:00 a.m. and will remain open until 4:00 p.m. **It is the responsibility of the vendor to provide adequate staffing for their space for the duration of the event.**
4. The Vendor will have sufficient and suitable merchandise for sale at the Event. The Vendor's merchandise will be in the following categories (please fill in)
_____.
5. The Vendor will provide to the Contact Person a short biography (less than 50 words), phone number, website address and e-mail address. This information may be printed in an event program for all attendees. **(See enclosed application form)**

6. The Vendor will label and price all merchandise in US dollars.
7. The Vendor has read, understands and has signed the Acceptance and Disclaimer, which is appended hereto as Exhibit "A" and made a part hereof.
8. The Vendor will provide the Organizer a certificate of insurance with a rider releasing the Organizer from all liabilities, as detailed in Exhibit "A".
9. **A Nonprofit will pay One Hundred US dollars to Organizer and a For Profit retailer will pay One Hundred and Fifty US Dollars to Organizer.**
***Nonprofit must provide non-profit status with signed contract.*
10. **Full payment is due with signed contract and can be paid by check or credit card. If Vendor is a "no-show" on the day of the event, all payments will be retained by the Organizer.**

Wherefore, the Parties agree to the terms herein and have executed this Agreement, as indicated below.

By: _____
[_____]
for Simon Family JCC

Date:

[VENDOR]

Date:

Acceptance and Disclaimer – Exhibit A

Dear Vendor:

By your signature on the bottom of this letter, you acknowledge that you have received information concerning participation in Israel Fest on Sunday, May 19, 2019, hereinafter referred to as the “Event” at Simon Family JCC, 5000 Corporate Woods Drive, Virginia Beach, VA 23462, which has been set up by Simon Family JCC, its employees and volunteers, hereinafter referred to as the “Organizer”.

You have been advised and you understand that while it is the hope of Organizer that all of the vendors who participate in the Event will be successful, we have not and cannot promise you how much money, if anything, you will make at the Event.

You have also been advised and you understand that you are solely responsible for arranging and paying the cost of your transportation, for transporting any and all of your merchandise to the Event and for obtaining insurance with respect to such merchandise. Thus, Organizer is not responsible for your travel costs or the costs of transporting your merchandise, including but not limited to shipping costs and insurance and for any damages to, or losses of, your merchandise which may occur before, during or after shipping. **In addition, the Organizer must receive a copy of your certificate of insurance including a rider stating that, “United Jewish Federation of Tidewater, Inc. and UJFT Community Campus, L.L.C. is named as additional insured and are indemnified for any occurrence related to your participation in Israel Fest.”**

You have been advised and you understand that you will be transacting business directly with customers and that Organizer has absolutely no responsibility for collection of payments, including but not limited to checks, credit cards that are accepted as payment by you.

You have been told and you understand that you are solely responsible for all customs, taxes, and other sums which may be due either in the United States or Israel and Organizer has absolutely no responsibility whatsoever for any such sums which are or may be due. Further, Organizer has not and cannot give you any advice about customs or taxes and can only suggest that if you have questions about such matters, you should consult an expert or the American Embassy.

The Event will take place rain or shine but if for any reason beyond our control the Event does not take place, Organizer is not responsible for any costs or obligations you have incurred in preparation for participating in the Event.

Please date and sign this letter in the area designated below, indicating that you are committed to participating in Event and understand and agree to the contents of this letter.

Vendor Signature

Date

VENDOR APPLICATION – Israel Fest

Vendor Name: _____

Contact Name: _____

Phone Number: _____

E-mail Address: _____

Website Address: _____

Type of Merchandise Offered: _____

Price Range: _____

Brief Biographical Sketch (Please be sure to include the area you are from, any awards you may have won or any additional information you would like potential customers to know about you and your work): _____

Please submit via e-mail to Leigh Casson (lcasson@ujft.org) one jpeg picture (300 dpi) of your artwork to be used for promotional purposes.

Display Needs:

Each vendor will be provided one 10 x 10 foot space with two 6' tables –OR- one 8' table, and two chairs

Nonprofit fee: \$100

For Profit fee: \$150

___ **My space will require electricity.** *You will be contacted by Organizer to discuss; there may be an additional fee. Limited availability, first come, first served.

___ **# of additional tables requested at a rate of \$15.00 each**

___ **# of additional chairs requested at a rate of \$5.00 each**

TOTAL FEES ENCLOSED \$_____ (in US Dollars).
PLEASE MAKE CHECK PAYABLE TO SIMON FAMILY JCC.