

VENDOR AGREEMENT

Westside Market (the “**Sponsor**”) is hosting a seasonal pop-up market for selected vendors to offer a convenient location for community residents to purchase handmade goods and fresh produce (the “**Event**”). The Event will be held the first Saturday of each month between the hours of 10AM and 4PM, beginning on May 5, 2018 and ending on September 1, 2018. The Event will be located on a designated portion of property located at 3719 Harrison Ave, Cincinnati, OH 45211 (the “**Property**”), such property being owned by the City of Cheviot – (“**Property Owner**”).

The undersigned (the “**Vendor**”) hereby agrees to indemnify, defend and hold harmless Sponsor and Property Owner, their affiliates, officers, trustees, members, employees, agents and tenants, from and against any and all claims, actions, liability and expense, including attorneys’ fees and court costs, in connection with loss of life, personal injury and/or damage to property arising from or out of Vendor’s sale of produce or other items at the Event or occasioned wholly or in part by any act or omission of the Vendor, its officers, agents, contractors or employees.

The space in question consists of approximately 100 square feet, measuring 10’ x 10’ (“**Space**”) located in Cheviot’s parking lot, space will be designated by Westside Market prior to market day. The Vendor seeks to lease this space during the first Saturday of the month, from 10 am to 4 pm, for the months of _____ through _____, 2018 at \$_____/month.

In consideration of the mutual promises set forth below, the parties agree as follows:

- I. Westside Market hereby leases the Space to the Vendor for use ____/2018, from 10am to 4 pm, for the month of _____, 2018 for the Event.
- II. Vendor agrees that load in will begin no sooner than 8 am on the day of the Event and tear down will be no later than 5 pm. No tear down will happen prior to the Event ending, 4 pm, unless approved by Westside Market.
- III. Vendor agrees to provide general liability and products liability insurance, including insurance against assumed or contractual liability. In consideration for the rental of the Space by Westside Market, Vendor agrees to hold Westside Market free and harmless of any claims or demands for damage to property or personal injury arising out of, or connected with, Vendor’s use of the Space.
- IV. Vendor agrees to obtain a license to sell food from the State of Ohio Department of Agriculture. ***Vendor will provide Sponsor with a copy of such license*** prior to the commencement of the first Event on the Property.
- V. While a number of vendors selling alcoholic beverages is permissible, Westside Market would be opposed to, for example, vendors selling items displaying profanity or offensive matters, advocating for actions in opposition to Westside Market’s mission and reputation, or other items or activities of a sensitive nature. Westside Market reserves the right to have the Vendor remove any items they feel violate the above agreement.
- VI. Vendor agrees that all Vendor workers in the Event shall be deemed employees of the Vendor and the Vendor shall provide all appropriate and/or required workers’ compensation insurance in connection with the operation of the Event.
- VII. Vendor agrees to clean up the Space after each use, including the removal of booth, trash and debris, and signs. If Westside Market is required to perform any cleaning duties, outside of its normal functions with respect to the Space, the Vendor agrees to pay an additional charge for such cleaning services, and said amount shall be determined by Westside Market, based on the work performed. If the Vendor fails to pay the cleaning bill within 10 business days of the delivery of the bill to the Vendor, Westside Market may, at its discretion 059109, cancel future contracts.

- VIII. Vendor agrees to be solely responsible for loss or damage to its personal property while on the Property and hereby waives any claim for personal injury or property damage related to its presence on the Property. Further, the Vendor agrees that it has inspected the area in which the Event which is the subject of this Vendor Agreement will occur and accepts it as suitable for its intended use, and agrees that it will use the area at its sole risk. No permanent markings on property of any type will be acceptable.
- IX. Vendors hereby authorize and give their full consent to Westside Market to copyright and/or publish any and all photographs, videotapes, film, and any other form of visual/audio communications in which they appear (separately or together) while attending the Westside Market. Vendors further agree that Westside Market may transfer, use or cause to be used, these above mentioned forms of media for any exhibitions, public displays, publications, commercials, art and advertising purposes, and television programs without limitations or reservations.
- X. Vendor agrees to take appropriate precautions to secure tent, tables and other displays from movement due to weather or any other potentially dangerous circumstance.
- XI. Vendor agrees that there will be no refund due to cancellations, weather or any other unforeseen situations. Westside Market will however, taken into consideration substitute vendors on a case to case basis with no guarantee.
- XII. Vendor agrees that their Space is not secured until payment is received.

In general, the purpose of the event is to promote healthy living, and local vendors, and to operate the Event as a family-friendly event. Vendor acknowledges and agrees that Westside Market places significant value on its reputation. Accordingly, Vendor agrees to operate the Event in a manner that does not bring any negative publicity to Westside Market or represent it in a manner that is inconsistent with its mission and charitable activities. Westside market promotes a smoke free event. Smoking is absolutely prohibited on market grounds.

Sponsor:

Signature

Title

Date

Vendor:

By: _____

Signature

Street Address

City, State and Zip

Date