

# EVENT VENDOR/CONCESSION AGREEMENT

**THIS AGREEMENT** entered into on the last date set forth below between THE ROTARY CLUB of LA QUINTA FOUNDATION ("Provider" herein), having a mailing address at P.O. Box 785 La Quinta, CA 92247 (Hereinafter referred to as Provider) and

having a mailing address at \_\_\_\_\_

(the "Vendor" herein).

**WHEREAS**, Provider is hosting a dog show and expo event at the La Quinta Community Park at 77865 Avenida Montezuma In La Quinta, California on Saturday February 11, 2017 between the hours of 11:00 AM and 3:00 PM (the "Event" herein) and has the right to license concessions to vendors at and during the Event, and

**WHEREAS**, Vendor desires to vend \_\_\_\_\_ (the

Goods and Services herein) at and during said Event, and

**NOW THEREFORE** in consideration of seventy five dollars (\$75.00) or a raffle prize and other and good and valuable consideration the parties hereto agree as follows:

Provider shall provide Vendor a space of approximately 100 square feet at a designated location at the Event to vend its Goods and Services from 11:00 AM through and to 3:00 PM at the Event.

Vendor shall pay Provider a non-refundable fee of seventy five dollars (\$75) or confirm a raffle prize to be given no later than January 31, 2017 payable to THE ROTARY CLUB OF LA QUINTA FOUNDATION at the above mailing address. If the fee is not paid by January 31, 2017, this agreement is hereby terminated and all rights and obligation of the parties are cancelled

Vendor shall have access to the space from 8AM to 10AM, a two hour time period prior the Event's commencement for the purpose of providing Vendor time to setup its vending station, and move in its goods, and other things necessary and reasonable for its vending operations at its designated space.

Vendor shall not vend any goods or services other than the Goods and Services described above at and during the Event without the Provider's prior written consent.

Vendor's vending station shall be shall be clean and orderly; and shall comply with all applicable laws and regulations, including health and sanitation laws. All food preparation and service shall be in conformity with all health and food preparation and service regulations, ordinances, statutes and laws.

Vendor's staff may announce the availability of the goods and services to be vended only within the confines of the vendor's location.

Vendor's staff shall be clothed and groomed in a clean, neat fashion and shall conduct themselves in a respectful and orderly fashion.

No loud music, noise, or sound amplification devices shall be used by vendor's staff at the location.

Vendor hereby agrees to indemnify and hold harmless the Provider against any damages or claims that may arise in connection with Vendor's presence and activities at the Event. **The applicant shall submit proof of insurance coverage which shall consist of an authenticated copy of the insurance policy, including endorsements thereto, evidencing the insurance coverage for general liabilities that may arise from participation in the event naming the Rotary Club of La Quinta Foundation, the Desert Recreation District, and the City of La Quinta as additional insured's.**

This Agreement may only be modified by a writing signed by both parties hereto. Any Notices given by one party to the other party hereto shall be in writing sent by registered U.S. mail return receipt requested.

This Agreement cannot be assigned by one party to a third party without the prior written consent of the other party hereto. Any attempted assignment not in conformity with the terms of this agreement is null and void. Page 3 of 4

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions of this Agreement will remain enforce and the parties hereto agree that such provisions shall be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable as written but would be valid and enforceable if the provision were limited, then such provision will be deemed to be written, construed, and agreed to by the parties hereto as so limited and the Agreement will be enforceable with such limitation. A party hereto is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described herein (Force Majeure).

This Agreement shall be interpreted and construed in accordance with the laws of the State of California.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Riverside County, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules or pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

In any arbitration arising out of or related to this Agreement, the arbitrator(s) may not award any incidental, indirect or consequential damages, including damages for lost profits.

In any arbitration arising out of or related to this Agreement, the arbitrator(s) are not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages.

If the arbitrator(s) determine a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator(s) may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. In the event that one of the parties seeks provisional remedies in aid of arbitration in suit from a court of competent jurisdiction, the prevailing party in such suit shall be entitled to full reimbursement of its reasonable attorney's fees and court costs.

This Agreement contains the final and entire agreements of the parties hereto and there are no other agreements, understandings, promises or conditions whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any earlier written and/or oral agreements between the parties hereto.

In witness to their agreement to the terms of this contract, the parties affix their signatures below:

PROVIDER: ROTARY CLUB OF LA QUINTA FOUNDATION

BY 

NAME: CORRY HUNTER, CHAIR

DATE: \_\_\_\_\_

VENDOR: \_\_\_\_\_

BY \_\_\_\_\_

NAME \_\_\_\_\_

DATE: \_\_\_\_\_