

St. Philip Church

1 Father Conlon Place, Norwalk, CT

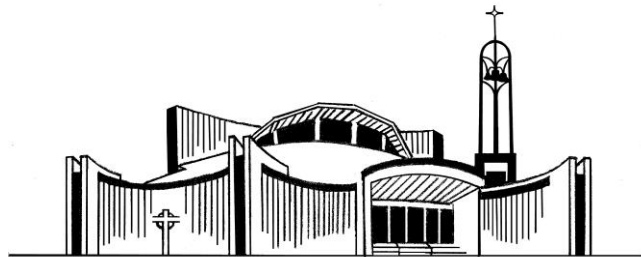
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FALL FESTIVAL September 23, 2017 VENDOR AGREEMENT

The undersigned agrees to the terms and requirements as stated in this VENDOR AGREEMENT at the Saint Philip Church Fall Festival, 2017, to be held at the **St Philip School**, 25 France Street, Norwalk, Connecticut on September 23, 2017.

Part One: Allocation of Exhibit Space/Exclusivity

Based upon the availability of exhibit space, vendors will be assigned spaces on a ***first come basis*** (the basis will be determined by the postmark date/time of the envelope containing the signed Agreement and space payment). ***Saint Philip Church*** will assign the space location. All Vendor spaces will be outside on the lawn in front of the building. ***Saint Philip Church*** will give priority in the order of receipt of agreement and payment.

Vendor space, as provided herein, is intended for the sole benefit of the vendor, its goods, products, and services.

The ***Saint Philip Church*** reserves the right, in its sole discretion and at all times, to approve or refuse the method, manner, contents, form and/or use of any exhibit or any part thereof not conforming to this Agreement. If ***Saint Philip Church*** determines that such exhibit, or any part thereof, is not in conformance with the ***Saint Philip Church*** policies, that decision shall be final and binding on all parties hereto. ***Saint Philip Church*** also reserves the right to limit the number of vendors selling the same products.

Part Two: Booth Spaces

The display areas include one ground space 12' x 12'. There is NO electricity is available for outside spaces and portable generators are not allowed. Vendors who are not authorized and found to have plugged into any electric outlet will be asked to leave the Festival and will forfeit their fee. Any modification to the outside space must have prior approval of Festival Vendor Chair listed below. There will be no relocations or space changes. No contact is to be made with any other Church staff. Modification made in lieu of the conditions of the Agreement will void this Agreement.

Part Three: Exhibit Set-Up, Breakdown, and Festival Hours

Employees or representatives of the vendors must do the unpacking, set-up, breakdown, and packing of displays. The handling, placing, or displaying of merchandise must be performed by an employee or direct representative of the vendor, unless otherwise specified by the ***Saint Philip Church***.

Extremely loud noises, such as sirens, bells, horns, etc., will not be permitted, in order to maintain a quiet, relaxed and businesslike atmosphere.

The Exhibit set-up and breakdown times are:

Set-Up:	Saturday	7:00 a.m. (festival open 9:00 a.m. – 5:00 p.m.)
Breakdown:	Saturday	5:00 p.m. to 7:00 p.m.

Vendors are asked not to start selling before the festival opens or to start breaking down before the end of the day.

May 11, 2017

Part Four: Damages

No signs or articles may be affixed, nailed or otherwise attached to walls, doors, etc., in such a manner as to deface or destroy. Likewise, no attachment may be made to the walkways by nails, screws, or any other device that would damage them. All space is leased subject to these restrictions. Violations of these rules will void the vendor's Agreement, and the vendor will be held liable for any damage resulting from such violations. The Festival Vendor Chair may move or remove signs as needed for the safety of patrons.

Part Five: Liability

It is agreed that the ***Saint Philip Church*** and the Diocese of Bridgeport shall not be liable to the **Vendor** for any losses or damage to the property contained in such exhibits or injuries to his or her person, employees, agents or other persons, no matter how they were sustained from accident, theft, fire, or other causes; all claims for such losses, damage or injury are hereby waived by the undersigned. Each Vendor must also complete the attached "Adult Hold Harmless/Indemnity Agreement" and return it along with this agreement.

Any item that is sold at this show is subject to **Connecticut State SALES TAX**. The liability and responsibility to obtain **Connecticut State SALES TAX** registration is solely that of the **Vendor**.

Vendors may not hold any type of "Raffles" or prize give-a-way at their booth. Vendors found to be doing this will be asked to leave.

Part Six: Exhibit Security

During the Festival hours, vendors are responsible for the merchandise in their exhibit.

Part Seven: Rules & Regulations

The vendor agrees that the ***Saint Philip Church*** shall have the right to make such rules and regulations or changes in the floor plan arrangement as it is deemed necessary. The ***Saint Philip Church*** shall have the final determination and enforcement of all rules, regulations, and conditions.

Part Eight: Refunds

There will be no refunds in the event Vendor is unable to attend the festival or is dissatisfied with any aspect of the Festival. In the case of any elements beyond control of the ***Saint Philip Church*** which prevents the holding of the Festival, this Agreement will become null and void, and all monies paid will be refunded to the vendor.

Part Nine: Contacts

The contacts for any questions, arrangements or special festival needs is:

Fil Diurno

fallfestival@stphilipnorwalk.org

Make Check payable to 'St. Philip Church' and Return with Agreement.

Send Agreement page 3 and 4 with payment to:

Saint Philip Church
c/o Fil Diurno
1 Father Conlon Place
Norwalk, CT 06851-3897

Space is limited Agreements should be returned as early as possible.

Part Ten: Vendor and Representative Information

The vendor shall indicate the name of the person(s) that will be staffing the exhibit.

Company Name: _____

Primary Contact: _____ Title: _____

Street Address: _____

City, _____ State, _____ Zip: _____

Website: http: www. _____

E-mail Address: _____@_____

Telephone: (_____) _____ Fax: (_____) _____

Vendor Items: _____

Exhibit Site Representatives:

Name: _____ Title: _____

Name: _____ Title: _____

Postmark or received by August 1, 2017, _____ Number of spaces at \$ 50 = \$ _____

Postmark or received by September 1, 2017, _____ Number of spaces at \$ 75 = \$ _____

Postmark or received after September 15, 2017, _____ Number of spaces at \$ 100= \$ _____

Total Fee for this Agreement = \$ _____

St. Philip Church Federal ID Number: 06-0795180

VENDOR: I _____ (print name) have read and understand this Agreement and agree to the terms above. I also understand that vendor Agreements are processed as received; therefore I understand and accept that my assigned table(s) will be at the discretion of the Festival Vendor Chair.

SIGNED: _____ DATE: _____

TITLE: _____

St. Philip Church:

BY: _____ DATE: _____

Fil Diurno, Fall Festival Vendor Chair

St. Philip Church

Agreement Date: ____/____/____

Space #: _____

Postmark: ____/____/____

Harmless/Indemnity: _____

Check #: _____

Check Amount: _____

ADULT HOLD HARMLESS/INDEMNITY AGREEMENT

PARISH: Saint Philip Church / Diocese of Bridgeport

ACTIVITY PARTICIPANT OR FACILITY USER: _____

DATES OF ACTIVITY OR USAGE: September 23, 2017

TYPE OF ACTIVITY OR USAGE: Fall Festival

The above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named ACTIVITY PARTICIPANT OR FACILITY USER, which arise out of the above named ACTIVITY OR USAGE at the above named PARISH.

Additionally, the above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of the above mentioned ACTIVITY OR USAGE which takes place during the above identified DATE(S) OF ACTIVITY OR USAGE that is brought against the PARISH by the above named ACTIVITY PARTICIPANT OR FACILITY USER or their family members whether such claim arises from the alleged negligence of the PARISH, its employees or agents or ACTIVITY PARTICIPANT or FACILITY USER'S negligence. If any portion of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: _____

NAME (Please Print): _____

DATE: _____

ADUHH (01/10)