

## Wintermarkt 2014

### VENDOR CONTRACT

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Description of art, craft or gift item: \_\_\_\_\_

**Note: This is not a garage sale or yard sale.**

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THIS AGREEMENT IS MADE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, BY AND BETWEEN THE Skinker DeBaliviere Community Council (hereinafter called "SDCC") and \_\_\_\_\_ (hereinafter called "Vendor"). The SDCC hereby agrees to permit the Vendor to sell the items described above during the Wintermarkt (hereinafter called the "Event") on Saturday, December 6, 2014 at Greg Freeman Park at Four Corners, 6000 Kingsbury, Saint Louis, Missouri 63112.

**In consideration of the SDCC permitting the Vendor to participate in the Event, the Vendor agrees to comply with the following terms and conditions:**

1. Any working apparatus required by the Vendor will be the responsibility of the Vendor. SDCC will NOT provide tables for vendors. No storage space will be provided.
2. The Vendor is fully responsible for the clean-up of its vending spot.
3. The Vendor shall operate only from the space assigned by the SDCC. Booth locations are solely at the discretion of SDCC.
4. The Vendor must clearly list prices charged for the items at its vending booth.
5. 10% (ten percent) of Vendors sales under this Agreement shall become the property of SDCC.
6. Vending Hours shall be from 11:00 A.M. until 4:00 P.M. on December 6, 2014.
7. The Vendor shall keep a copy of this agreement on site during the Event.
8. The SDCC will not be liable for any injuries to persons or damages to property that the Vendor, other participants, or their representatives might suffer.
9. The Vendor is responsible for any damages to facilities that might result from its participation in the Event.
10. The Vendor hereby voluntarily waives and releases any and all claims and causes of action against the SDCC, and agrees to indemnify, defend and save harmless the SDCC, and each of the foregoing from any and all claims, causes of action, costs, damages, expenses and liabilities whatsoever (including attorney's fees) that arise from or relate directly or indirectly to the activities governed by this Agreement.
11. The space assigned by the SDCC shall be occupied only by the Vendor stated in this Agreement and is nontransferable.
12. A \$25 non-refundable deposit will be required for registration. Applications received after Nov. 24 will require a \$35 deposit. This deposit will be applied toward the 10% sales (#5). Child artists who wish to participate will be asked to pay a \$10 deposit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above and intend to be legally bound hereby.

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**SDCC Representative (Full Name)**

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**Date**

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**Vendor (Full Name)**

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**Date**

**Return this agreement and your registration deposit to:**

***Skinker DeBaliviere Community Council***

***6008 Kingsbury Avenue***

***St. Louis, Missouri 63112***

**\*Please make all checks payable to SDCC.\***