



VENDOR AGREEMENT

Business/Individual Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: _____

Email Address: _____

Website Address: _____

Service/Product Description: _____

Please return the completed vendor agreement to The Val Copeland Group at:
thevalcopelandgroup@gmail.com and submit payment (\$200 vendor fee/per booth) via one of
the methods below. Payment must be received in advance to secure your booth space.
Questions? Please contact Val Copeland at (678) 517-1045.

Payment Method(s):

- Zelle: theblques1911@gmail.com
- PayPal: theblques1911@gmail.com

Please sign below to indicate you have read and understand the attached agreement.

Signature: _____ **Date:** _____

This Vendor Agreement is made effective as of _____, by and between Beta Lambda Lambda Chapter of Omega Psi Phi Fraternity, Inc. ("BLL Chapter") of P.O. Box 490488, Lawrenceville, Georgia 30049, and _____ .

WHEREAS, the BLL Chapter is the Organizer and renter of The Bowl @ Sugar Hill located at 5039 W. Broad Street, Sugar Hill, Georgia 30518 (herein after referred as the 'Venue'), where the Purple Rhapsody concert will be conducted; and

WHEREAS, _____ is engaged in the business of _____ .

NOW, THEREFORE, it is agreed that:

- **PURPOSE:** BLL Chapter agrees to provide a minimum space to conduct business at The Bowl @ Sugar Hill, at Purple Rhapsody. The vendor's use of BLL Chapter's venue is limited to the space selected by BLL Chapter as identified prior to the event. In general, the vendor is guaranteed a minimum of 8' x 10' or 80 SF square feet of space for one booth. Additional booth space may be purchased, depending on availability and the mix of vendors (preference is a variety of merchandise offered for sale). Vendor accepts the opportunity to participate as an official vendor in the Venue for Purple Rhapsody commencing on September 17, 2022 and ending on September 17, 2022. The vendor hereby accepts the following listed conditions and limitations.
- **HOURS OF OPERATION:** Purple Rhapsody vendor area shall remain open from 4:30 PM to 10:00 PM each day the Event is in progress, unless BLL Chapter notifies the vendor of other hours of operation.
- **INSTALLATION AND TEAR DOWN:** Vendor shall set up the facilities for sale on September 17, 2022, between the hours of 12:00 PM to 3:00 PM (Doors to the concert will open at 4:00 PM, and all vendor setup must be completed prior). Vendor shall remove his/her facilities for sale from the Venue no later than 10:30 PM on September 17, 2022.
- **PAYMENT:** Vendor is provided with the Space in the Venue in exchange for \$200.00 to be paid upon signing this Agreement. Space locations will be assigned by BLL Chapter and provided to the vendor in advance of the Event.

In addition, the vendor **may be required** to revenue share in exchange for the opportunity to sell to patrons of the event. For Purple Rhapsody, the vendor agrees to also pay an amount equal to 0% of its gross daily receipts plus the applicable taxes. The term "Gross Daily Receipt" shall mean the total amount charged by Vendor, its employees, agents, or licensees, for all goods and merchandise sold or services performed, whether for cash or other consideration or on credit, and regardless of collections, including but not limited to orders taken at the venue.

- **APPEARANCE:** Vendor is responsible for cleaning and maintaining the Space provided in an organized and neat manner. This responsibility includes removing bulk trash. Vendor's failure to keep the Space in an orderly manner will result in additional removal fees.
- **EXTRA SERVICES:** BLL Chapter is not obliged to provide telephone, water, electrical and drain services to vendor. Vendor shall also be responsible for payment of other charges like, electricity charges, water charges, taxes, etc. to the concerned authorities. The

venue has a limited supply of power outlets vendor can connect to, depending on the location of vendor setup, and access is on a first-come, first-serve basis.

- **DISPLAYS AND SIGNS:** All displays in the venue must be free standing. Nothing may attach to walls or columns of the venue by any means at all. Signs must be free standing. Signs should not block other vendor's shops. Signs may not attach to the walls or columns of the venue. Ground stakes of any kind are not allowed to secure tents or other structures, as the venue has a turf ground surface. Other means of securing and stabilizing tents and other structures should be considered such as sand bags or weights.
- **QUALITY PRODUCTS:** Vendor shall ensure proper quality of the products sold and shall comply with all applicable laws as to vendor's sales.
- **EMPLOYMENT OF STAFF:** Vendor will employ adequate staff at vendor's own cost in order to operating the Space provided by BLL Chapter.
- **FOOD AND BEVERAGES:** No food or beverage may be brought into the Venue by the vendor from outside. Vendor shall purchase all foods and beverages from facilities provided for the event.
- **INSURANCE:** Vendor is solely responsible to obtain insurance coverage on property brought into the Venue. Vendor assumes full responsibility for items left in the facility. BLL Chapter accepts no liability for lost, stolen or damages property and is not required to carry additional insurance to cover vendor's property.
- **INDEMNIFICATION:** Vendor agrees to indemnify and hold BLL Chapter harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against BLL Chapter that result from the acts or omissions of the vendor and/or vendor's employees, agents, or representatives. BLL Chapter shall be solely responsible for insuring all applicable laws are followed and complied with in selling and presenting BLL Chapter's products and services at the Event.
- **DEFAULT:** The occurrence of any of the following shall constitute a material default under this Agreement:
 - a) The failure to make a required payment when due.
 - b) The insolvency or bankruptcy of either party.
 - c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - d) The failure to make available or deliver the Services in the time and manner provided for in this Agreement.
- **REMEDIES:** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such

notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

- **FORCE MAJEURE:** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
- **ARBITRATION:** Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.
- **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.
- **SEVERABILITY:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

- **AMENDMENT:** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
- **GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the State of Georgia.
- **NOTICE:** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- **WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- **ASSIGNMENT:** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
- **SIGNATORIES:** This Agreement shall be signed on behalf of BLL Chapter by Chris Hankins, President and on behalf of vendor by its authorized representative and shall be effective as of the date first written above.

Organizer:

Beta Lambda Lambda Chapter, unincorporated association of
Omega Psi Phi Fraternity, Inc.



By: Chris Hankins, Basileus (President)

08/29/22

Date:

Vendor:

By:

Date: