



SUNDAY, MARCH 24, 2019

SPONSORED BY:



VENDOR AGREEMENT

Vendor Name: _____

Address: _____

City/State: _____ Zip Code: _____

Contact: _____ Title: _____

E-mail Address: _____

Telephone: _____ Fax: _____

We will be participating in the Expo as a:

Non-profit organization (\$25): _____ For-profit organization (\$50): _____

What items will be displayed and/or sold during the Expo?

The vendor listed above and Ocala Civic Theatre/Appleton Museum agree to the following:

- 1) Ocala Civic Theatre/Appleton Museum will have a reserved spot for the vendor listed above during the Summer Camp Expo on Sunday, March 24, 2019 from 12 p.m. to 3 p.m.
- 2) Vendor agrees to use the reserved space at the Summer Camp Expo. A payment in full for the sponsorship price will be received with the completed contract by Monday, March 18, 2019. Vendor's rights under this agreement may not be subleased, transferred, or assigned in any way.
- 3) Vendor agrees to move in and set up no earlier than 9 a.m. and be completely set up by 11:30 a.m. on March 24, 2019.
- 4) Vendor agrees to break down their display on March 24, 2019, beginning no earlier than 3 p.m.
- 5) Vendor agrees that their booth will be staffed during all hours referred to above.
- 6) Ocala Civic Theatre/Appleton Museum will provide one six-foot table and two chairs. Vendor will supply their own tent.
- 7) Vendor is to list Ocala Civic Theatre/Appleton Museum as additional insured for the Summer Camp Expo.
- 8) Ocala Civic Theatre/Appleton Museum agree to provide a designated area. Vendor agrees to display only signs within their booth which Ocala Civic Theatre/Appleton Museum may, in their sole discretion, deem appropriate. Ocala Civic Theatre/Appleton Museum may immediately remove any non-conforming or inappropriate signage.
- 9) Ocala Civic Theatre/Appleton Museum shall have no responsibility or liability of any kind for any loss or damage of any kind from any cause to the business, property, or merchandise. All expense of any kind in connection with transporting, packing, unpacking, and insuring property or merchandise shall be borne by the business owner. Ocala Civic Theatre/Appleton Museum shall have no responsibility to insure property or merchandise against losses, claims, or liabilities of any kind whatsoever.
- 10) Promotion and display of products must be confined to the business space provided. Display areas may not extend elsewhere under any circumstance. Vendor shall not play any music or recordings of any sort, and shall not make any sounds or noises, which in sole judgement of Ocala Civic Theatre/Appleton Museum could disturb or annoy other businesses or those attending the Summer Camp Expo. Vendor agrees to abide by any other reasonable requests made by Ocala Civic Theatre/Appleton Museum.
- 11) Ocala Civic Theatre/Appleton Museum may cancel the Summer Camp Expo at any time at its sole discretion. The only liability Ocala Civic Theatre/Appleton Museum shall have to the business in the event of such cancellation shall be the refund of all rentals made to Ocala Civic Theatre/Appleton Museum by the vendor.
- 12) Vendor agrees to only promote services of any type, character, and quality listed in the application. Ocala Civic Theatre/Appleton Museum must approve any additions or changes to services, in writing. Ocala Civic Theatre/Appleton Museum may require any non-conforming businesses/services to be removed from the rental area.
- 13) This agreement constitutes the sole agreement between the parties concerning the Summer Camp Expo. There are no other agreements between the parties, oral or written. Vendor has not relied in any way upon oral statements, promises or representations of Ocala Civic Theatre/Appleton Museum in the execution of this agreement. This agreement can be changed only in writing signed by both parties.
- 14) This agreement shall be constructed according to the laws of the State of Florida, and any action shall be brought in the proper jurisdiction in and for Marion County, Florida. In the event of any claim or litigation arising out of or in connection with the agreement and/or the Summer Camp Expo, prevailing party shall be entitled to recover damages including but not limited to court costs and reasonable attorney's fees at the trial and appellate court levels.

Signed By: _____ Date: _____

Please make your check payable to Ocala Civic Theatre and mail with this completed contract to:

Ocala Civic Theatre
Attention: Larry Kiernan
4337 E. Silver Springs Blvd., Ocala, FL 34470

For more information, please contact Larry Kiernan, Director of Marketing & Promotions

Phone: (352) 236-2851, ext. 108 • Fax: (352) 236-0927 • E-mail: lkiernan@ocalacivictheatre.com