

Vendor Agreement for 2023 Safety Town Celebration of Lights

This Vendor Agreement ("Agreement") is made and entered into by and between, _____ ("Vendor") and the Pasco Safety Town, Inc.

1. Event. Vendor will participate in the *2023 Celebration of Lights at Safety Town*. Vendors must participate for the full three days of the weekend (s) chosen: 11/24-26, 12/1-3, 12/8-10, 12/15-17, 12/22 and 23) and will ensure it has enough supply for all days. The Events will begin at 6:00 PM (Vendor must enter prior to 5:00PM. The event concludes at 9:00 PM. Vendor must be packed for the night by 9:30 PM

Safety Town will provide Vendor with a location, parking, restrooms, and publicity for the Events. Vendors must sell products as agreed on the registration form.

Vendor on Safety Town parking must not interfere with required parking, loading, and unloading spaces, or the vehicular access to those spaces for the principal use.

Smoking, tobacco use, and use of related products by vendors and their staff is prohibited on all property owned, leased, or operated by Safety Town. Vendors will comply with all rules and policies of Safety Town, Inc.

If Vendor sells food, Vendor must provide a copy of its health inspection certificate to Safety Town Celebration of Lights Vendor Chair when agreement is signed. . If Vendor is a commercial plant vendor, it must provide a copy of their business license and their Florida Division of Plant Industries Inspection to Safety Town prior to the Event.

Safety Town reserves the right to terminate this Agreement and Vendor's participation in the Events at any time on its sole discretion.

2. Compensation. All Vendors shall pay Safety Town \$100 for each weekend of participation attached to the approved application form. Only Checks or money orders are accepted and payable to Safety Town with "COL Vendor" written on memo of check. (No cash or credit cards.) The vendor is responsible for collecting all fees and sales taxes from their customers.

Note: Your fee will go to the Safety Town Self-Improvement Scholarship Fund for Pasco County High School Seniors. Thank you in advance for helping our local students! Safety Town, Inc, is a 501c3 nonprofit: EIN #59-3132153.

3. Inclement Weather or Intervening Event: The Events will occur rain or shine. Safety Town has the right to cancel the Events at its sole discretion in the case of inclement weather, present security risk, or intervening catastrophic event. No refunds will be offered.

4. Supervision: Vendor shall have the responsibility for the supervision and control of its agents, employees, and contractors and their activities on Safety Town property. Vendor shall not engage in any unlawful activity or activity which may cause physical damage to property, bring discredit to Safety Town, or interfere with utilities or Safety Town use of the licensed premises, except as may be specifically authorized by Safety Town. Vendors shall ensure all team members follow all Safety Town rules.

5. Removal: Vendor shall promptly remove its property from the premises at the end of the permitted use period each Sunday after the close of the event. The vendor's failure to remove items promptly shall be deemed an abandonment of its property and shall entitle Safety Town to retain and dispose of the property of Vendor.

6. Premises: Safety Town does not warrant or represent that the licensed premises are safe, healthful, or suitable for purposes for which they are permitted to be operated, occupied, and used by Vendor pursuant to this Agreement. The vendor accepts the licensed premises in their current existing condition, assuming risk of latent and patent defects, if any, and Safety Town shall not be required to make any alterations or improvements thereto.

7. Damages: Vendor will not damage, destroy, or deface any property of Safety Town and agrees to immediately repair or replace any Safety Town property damaged, destroyed, or defaced by Vendor, or which may occur incident to Vendor's use, operations, or activities on the premises.

8. Licenses. In the event Vendor is required to obtain from any governmental authority any permit, license, or authorization to perform its obligations hereunder, the cost thereof will be borne by Vendor to obtain such permit, license, or authorization. Vendor will provide a copy of such license to the Safety Town COL Vendor Chair at time of payment.

9. Advertising and Use of Marks:

Vendor shall not make any use whatsoever of the name, trademark, logo, symbol, or other image or trade name of Safety town or Celebration of lights in any advertisement, campaign, promotion, or other form of publicity or news release or that in any way implies endorsement without the prior written consent of an authorized representative of Safety Town.

10. Vendor Personnel. Vendors shall make commercially reasonable efforts to ensure that their agents, employees, and contractors act in a manner that assists Safety Town in providing a safe environment for its visitors and protects the reputation of Safety Town. Vendor agrees that it and all its personnel, including the employees, contractors, and agents of Vendor, shall carry out their duties under this Agreement in accordance with all Safety Town policies as well as local, state, and federal law, including but not limited to laws governing employee compensation and insurance coverage. In the event Vendor personnel violate the law or Safety Town policy, as determined by law enforcement or Safety Town policy, in Safety Town's sole discretion, after investigating such violations, Safety Town may request that such Vendor personnel are restricted from performing services under this Agreement. It is expressly agreed to by the parties that multiple violations of this section shall be deemed a material breach by Vendor, and Safety Town may immediately terminate this Agreement, without refund of payment.

11. Independent Contractor Relationship. Vendor's relationship with Safety Town will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Vendor will not be entitled under this Agreement to any of the benefits that Safety Town may make available to its employees, including but not limited to group health insurance, life insurance, profit-sharing, retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance.

12. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

13. Vendor Indemnity. Vendor shall defend, indemnify, and hold harmless Safety Town and its officers, directors, and employees from all actions, claims, liabilities, losses, costs, and expenses damages directly or indirectly arising from or alleged to have arisen from the presence, activities, or conduct of Vendor and/or its employees, agents, and contractors related to this Agreement. This indemnity obligation shall survive the termination of this Agreement.

14. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Florida. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Tampa, Florida for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Tampa, Florida such personal jurisdiction shall be nonexclusive.

17. Entire Agreement. This Agreement and any amendment hereto, together with its Registration, Rules, and Final Payment Form Addendums, set forth the entire agreement and understanding of the parties as to the subject matter hereof and supersede all proposals, oral or written, and all other prior communications between the parties with respect to such subject matter.

Accepted and agreed as of the date of last signature below.

| Vendor | Safety Town, Inc. |
|---------------|--------------------------|
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date |