

Vendor Agreement

This **Agreement** made and entered into this _____ day of _____, 20____ by and between **ABATE Foundation, Inc.** _____ (hereinafter “**ABATE Foundation**”), and _____, (hereinafter “*Vendor*”). *Vendor* includes all persons working with *Vendor*, including but not limited to *Vendor’s* employees, agents, representatives, heirs and successors in interest and subcontractors.

Vendor is interested in participating in the ABATE Foundation _____ Event, and ABATE Foundation is interested in providing *Vendor* with an opportunity to sell _____ items to event participants.

This Agreement must be returned no later than _____, 20____. If not signed and returned by this date, the space will no longer be available. The assigned agent with ABATE Foundation will be the sole person to sell this space; **there shall be no subletting of spaces** by any *Vendor*.

Therefore, ABATE Foundation and Vendor agree and covenant that:

Section 1: Vendor agrees to do the following:

- A. Sell to participants at the above indicated ABATE Foundation event; located at _____ in _____, Indiana on _____, 20____ the products agreed upon by *Vendor* and ABATE Foundation during the hours of said event.
- B. Submit proof of liability insurance in an amount acceptable to ABATE Foundation; but in any event, not less than _____.
- C. Pay to ABATE Foundation according to the following terms:
_____.
- D. Pay all appropriate taxes as required by law.
- E. Abide by all State and Local ordinances as required.
- F. Supply own electrical, water, refrigeration and storage.
- G. Be present and set up at assigned location _____, 20____.
- H. Confine operations to space provided to you. Spaces are to be _____ feet wide. All equipment will be kept in the space provided to you; there will not be any overlapping into another *Vendor’s* area. All equipment, signs and awning to be _____ feet off the road.
- I. Secure trash in appropriate containers provided to *Vendor*. It is *Vendor’s* responsibility to maintain trash in their area.
- J. Park supply vehicles as directed by ABATE Foundation representative.
- K. Comply with any requests from Event Staff, including Event Security.

(Continued: Vendor Agreement)

Section 2: ABATE Foundation agrees to provide space for *Vendor* sales at the _____ event on _____, 20____.

Section 3: The *Vendor* further agrees to indemnify and hold harmless ABATE Foundation and ABATE of Indiana, Inc. and anyone associated with or representing ABATE Foundation and ABATE of Indiana, Inc. from any and all claims, losses or damages including attorneys fees, costs and fees, including expert witness fees occasioned by any act or omission of *Vendor*; regardless of whether any such act or, omission of *Vendor* may be due in whole or in part, to any negligent act(s) or omission(s) of ABATE Foundation and/or ABATE of Indiana, Inc., or to any negligent act(s) or omission(s) of any employee or representative of ABATE Foundation or ABATE of Indiana, Inc.

Vendor further acknowledges that neither ABATE Foundation nor any of its agents provide any insurance coverage whatsoever that would provide any payments to *Vendor* or it's heirs in the event of any personal injury or death, or damages to *Vendor's* property while on the grounds of this event.

Date: _____, 20____. By: _____
ABATE Foundation Representative

Date: _____, 20____. By: _____
Vendor's Signature

Business Name (please print) Printed Name of Above *Vendor*

Street Address City State zip

Phone Number(s) FAX and/or email and website

Approved by: _____
Officer, ABATE FOUNDATION, Inc. Officer Title