

VENDOR SERVICE AGREEMENT



THIS VENDOR SERVICE AGREEMENT (the "Agreement") is dated this _____ of _____, 202____, between the 2024 Charlotte St. Patrick's Day Committee (Client), PO Box 470092, Charlotte, NC 28247, and the Vendor below:

(Insert your company name)

(Insert address)

(Insert Contact #)

(Insert Email Address)

PURPOSE

This Agreement describes the terms, costs and responsibilities for Vendor services provided to the Client.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Vendor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

VENDOR SERVICES PROVIDED

1. The Vendor agrees to provide the Client with the following services (the "Services"):
 - Provide (Insert Services provided)

_____ for the 2024 Charlotte St. Patrick's Day Committee.
2. The Services include cleaning the Vendor's area of trash at the end of the festival.



COSTS:

- 10'X10' space - \$350
- 10'X20' space - \$550
- 10'X30' space - \$800
- 10'X10' Space (Craft Vendor/Non-Proft) - \$150
- Larger spaces and special craft pricing available. Please contact the Parade Committee for more information

Please indicate (x) here if requesting more than one space: ____

A deposit of \$100.00 (the "Deposit") is payable by the Vendor upon execution of this Agreement. For the remaining amount, the Client will invoice the Vendor as follows:

Full payment required by February 15, 2024, due upon receipt.

The Vendor is solely responsible for all expenses incurred in connection with providing the Services described in this Agreement to the Client.

EQUIPMENT

Except as otherwise provided in this Agreement, the Vendor will provide at the Vendor’s own expense, all power and water, tools, machinery, equipment, raw materials (including ice, etc.), supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement. Some materials for vendors such as ice **may** be available for purchase at the management tent during the event.

NO EXCLUSIVITY

The Parties acknowledge that this Agreement is non-exclusive and that the 2024 Charlotte St. Patrick’s Day Parade and Festival is free to engage or contract with other third parties for the provision of services like the Services.

NOTICE

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- o Charlotte St. Patrick's Day Committee
PO Box 470092, Charlotte, NC 28247
- o _____
(Insert your Name)
- o _____
(Inser your Mailing Address)



INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, the Vendor agrees to indemnify and hold harmless the City of Charlotte, N.C., its employees and officers; the Client, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

ADDITIONAL CLAUSES

The Vendor is solely responsible for obtaining all city and health department permits, and safety inspections required to provide the Services listed in this Agreement prior to opening at the Festival. The City of Charlotte does not provide water or power.

Set-Up may begin at 6:30 AM. The festival ends promptly at 6PM. Vendor break-down must be completed, with garbage disposed and area swept clean, by 8PM.

Please add the Charlotte Saint Patrick's Day Committee and the City of Charlotte, their employees, officers, and agents as additional insured to your certificate of insurance and provide a copy with your application.

Hold Harmless: It is agreed that the Charlotte Saint Patrick's Day Committee is not and will not be held responsible, financially, legally, or any other way for any injury, damage or liability resulting from any participation by, with or caused by the Vendor. (Initial here)

THIS IS A SINGLE DAY RAIN OR SHINE EVENT (MARCH 16, 2024). THERE ARE NO REFUNDS FOR ANY DEPOSITS OR PAYMENTS ASSOCIATED WITH THIS AGREEMENT.

MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ENTIRE AGREEMENT

It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

TITLES/HEADINGS

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.



GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, and any legal proceedings will be conducted in the appropriate court of law located in Mecklenburg County, City of Charlotte.

SEVERABILITY

If any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

FOR THE VENDOR:

BY:

(Authorized signature)

FOR: Charlotte St. Patrick's Day Committee

BY:

(Authorized signature)

