

**VENDOR CONTRACT
HALLOWEEN BLOCK PARTY 2008**

MainStreet Cleveland (Block Party) and _____, herein called Vendor, enter into this Agreement on _____, 2008.

Vendor desires to rent from Block Party a vending space that measures 10' x 10' on or near the Courthouse Square in Cleveland, Tennessee during the 2008 Block Party to be held Friday, October 31, 2008. Block Party has the authority and is willing to rent this space to Vendor under the following terms and conditions:

1. Vendors will be classified and charged the following Non-Refundable fees:

Non-Profit Organization	\$50 Rental Fee + \$25 Electricity Fee = \$75
For-Profit MainStreet Member	\$100 Rental Fee + \$25 Electricity Fee = \$125
For-Profit Non MainStreet Member	\$300 Rental Fee + \$25 Electricity Fee = \$325

Once Fees are paid, no refunds will be given regardless of the circumstance, situation, forfeiture, or subsequent decision not to occupy space.

2. Block Party will assign all vending spaces and Vendor shall occupy only the space assigned to the Vendor by Block Party. The Rented Space must be self-contained. No tent poles, guy wires, trailer hitches, tables, materials, etc. are permitted beyond the 10' x 10' space.
3. Vendor agrees to pay the Block Party Rental Fee upon signing and acceptance of this contract and no later than Wednesday, October 15, 2008. NO EXCEPTIONS. Block Party determines the number of spaces selected. No special consideration will be given to any applicants during the reviewing process.
4. Vendor must have his space inspected by Block Party and/or Electrical Provider prior to final exit of Block Party. Vendor must leave space in clean condition and shall not dump any water or oils of any kind on street. Should Vendor leave space unclean and/or with debris, wash water, cooking oils, or not abide by any other rules or requests from the Block Party Staff or Electrical Provider, Vendor may forfeit participation in any future MainStreet Events.
5. Vendor or Vendor's representative MUST attend one of two safety meetings held prior to Block Party. Meeting dates are Wednesday, October 22 at noon or Thursday, October 23 at 6 p.m. Both meetings will be held in the conference room at City Hall Annex, 160 Second Street. Please indicate your choice:
- I plan to attend: _____ 10/22 at noon or _____ 10/23 at 6 p.m.
6. Set up for all Vendors will be between 2:00 PM to 4:00 PM on Friday, October 31, 2008. All vehicles must be removed from the venue area by 4:00 PM. The Block Party will officially open at 5:00PM. All booths will be open and manned until 10:00 PM.
7. Strike for all Vendors will begin at 10:00 PM. No vehicles will be allowed into the Block Party venue until 10:30 PM.
8. Block Party is a Coke Exclusive Event. All soft drink products must be Coca-Cola brand. Any Vendor violating this policy will be removed from the event. Vendors are encouraged to contact Johnston Coca-Cola (423-339-4537) to arrange Coke product sales.
9. Cooke's Food Store and SuperSaver Cost Plus is an in kind sponsor, please remember them when buying supplies for your booth
10. Block Party shall not be liable for any injury, damage, theft or other loss to Vendor, or any person employed by or article in the possession of Vendor while on grounds of Block Party at any time including during the time of preparation, the period of occupancy or the time of removal from Block Party. Vendor shall indemnify and

assume responsibility and liability of all claim, damage, or injury of any kind or nature to persons or property caused by or arising out of the Vendor's actions.

11. Vendor agrees to skirt all tables to aesthetically improve the appearance of Block Party and to prominently display a sign with Vendor's trade name. Vendors and Vendors representatives shall have a neat appearance and should not wear any clothing with messages or artwork which is distasteful. Block Party reserves the right to bar any clothing, exhibit, product, or person that is offensive. No alcoholic signage, advertisement, or product will be allowed into the Block Party, including coolers, banners or vehicles.
12. All electrical cables must be in good repair and have proper grounds. All LP tanks must be secured or placed in a holder to prevent tipping. A minimum of one #5 ABC Fire Extinguisher must be provided by Vendor in each booth where cooking devices are located.
13. Block Party reserves the right to terminate this agreement, take possession of the vending space, and remove Vendor and/or Vendor's representatives from the space if Block Party determines Vendor and/or Vendor's representatives are not abiding by the spirit of the Block Party, endangering himself or other third parties at the event, or by breaching any term or condition of the agreement.
14. Should Vendor breach this agreement and Block Party (or any organizations composing the Block Party) must bring legal action to enforce this agreement, Vendor will pay all legal fees incurred by Block Party (or any of the organizations composing Block Party) in enforcing this agreement, including without limitation attorney fees, other professional fees, court reporter fees, witness fees, copying fees, long distance telephone and fax charges, travel and mileage expenses, etc.
15. This agreement binds and benefits the parties and their heirs, personal representatives, successors and assigns.
16. To be valid, any amendment to this agreement must be in writing and signed by the parties.
17. The laws of the State of Tennessee govern this agreement.
18. To be considered for a space, Vendor MUST have booth content approved by Block Party committee; submit a tentative menu, space requirements, electrical requirements, and vendor fee by Wednesday, October 15, 2008.
19. Vendor MUST provide a specific electrical requirement that includes voltage and amperage needs (total watts divided by total voltage). If Vendor exceeds requirements provided, Vendor will be charged for all costs associated with correcting overload problems or lose access to power completely. All extension cords must have a ground wire and wire size must meet electrical codes based on current draw and must be properly secured to avoid any injury or damaged to vendor, employees, representatives, and or other third parties and to comply with all requirements of any inspector associated with Electrical Provider. Block Party reserves the right to shut down and/or remove any Vendor whom does not comply with these conditions.

I have read, understand, and will insure that my organization, my company, my representatives, and I will comply fully with the above requirements.

BLOCK PARTY

By: _____

Date: _____

**Mailing Address:
Mainstreet Cleveland
PO Box 304
Cleveland, TN 37364-0304**

VENDOR

By: _____

Email: _____

Phone: _____

fax: _____

Address: _____

City: _____ St ____ Zip _____