

RIVERFRONT BLUES FESTIVAL LTD
Vendor Agreement

This agreement entered into this _____ day of _____, 201_, between _____
_____ herein after referred to as vendor and the Riverfront Blues Festival, Ltd.

The vendor agrees to provide food or merchandise, for the prices approved by the Riverfront Festival, Ltd and as shown on the attached vendor application, for the Riverfront Blues Festival in Fort Smith, Arkansas, on _____, 201__.

Vendor shall be responsible for set up and take down and shall be responsible for clean up after the event. Riverfront Blues Festival, Ltd representatives shall assign vendor set up locations. Set up shall begin no sooner than Noon on Thursday before the Festival. Vendor shall have all items removed and site cleaned by Noon on Sunday after the festival.

Sales tax must be collected as required by Arkansas Law.

Limited site security will be provided, however, security nor the Riverfront Blues Festival Ltd, it's officers or volunteers shall be responsible for any item or trailers lost, damaged or stolen.

Cost for vendors will be \$200.00 and 15% of gross receipts. No refund will be given for any reason.

Vendor shall indemnify and hold harmless the Riverfront Blues Festival, Ltd and it's agents, employees and volunteers from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from (i) the conduct or management of the premises or any business therein, (ii) any act, omission or negligence of the Vendor or the partners, directors, officers, agents, employees, invitees or contractors of the Vendor, (iii) any accident, injury or damage whatsoever occurring in or at the premises. Vendor hereby expressly indemnifies the Riverfront Blues Festival Ltd for the consequences of any negligent act or omission of the Riverfront Blues Festival Ltd its agents, employees and volunteers, unless such act or omission constitutes gross negligence or intentional misconduct.

Vendor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$500,000.00 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or to be no less than two times the occurrence limit. Such insurance shall add the Riverfront Blues Festival Ltd and its employees and volunteers as additional insured. Vendor shall maintain business automobile liability insurance with a limit not less than \$250,000.00 each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

VENDOR

Business Name _____ Tax ID Number _____

Address _____

Phone _____ Email _____

Signature _____

Riverfront Blues Festival, Ltd.

By _____

Title _____