



Vendor Agreement
Between
Strand Events, LLC
And

The following represents an Agreement dated _____(Month) _____, 2022 between the **Strand Events, LLC** (“SE”), with offices at 12 N. Saginaw Street. Pontiac MI. 48342, and _____ (“RENTER”), concerning the provision of event function space to SE for the RENTER event to be held on (DATE) on June 25th, 3033 (the “Event”).

1. **Function Space.** Venue shall provide RENTER with Function Space as follows:

- Function Space: Vendor Space # _____ (Will be assigned 1 week before event)
- Date/Time of Rental: June 25th, 2022

2. **Fees.** The rental fee is non-refundable. The rental fee for the foregoing Function Space shall be (Choose One):

- \$75 Tent/Table/2 Chairs
- \$65 Tent Only
- \$50 Table/2 Chairs
- \$40 Space Only

3. **Cancellation.** In the unlikely event that SE must cancel this Event, in the event of a cancellation, SE will do their best to schedule another like event and the Fee will go towards that event.

4. **Official Vendor Space.** The only place RENTER is allowed to use is the VENDOR SPACE on this contract. The RENTER agrees to not use any other space and to stay within their VENDOR SPACE.

5. **Food Vendors.**

By initialing, RENTER hereby guarantees that RENTER will not serve food at the Event. _____

By initialing, RENTER hereby guarantees that RENTER will serve food and will provide proof of **Michigan Temporary Food Establishment Application** by 6/23/2022. RENTER agrees that they will forfeit rental fee if RENTER does not provide proof of said license before 6/23/2022 and will not be permitted to be a Vendor for the Event. _____

6. **Compliance with Applicable Laws.** The Venue represents and warrants that it is in compliance, and shall comply during the Event, with all applicable laws, regulations, codes and ordinances, including specifically all applicable fire, health and safety codes and regulations, as well as the Americans with Disabilities Act (“ADA”). ICSC will pay any additional costs incurred for personnel required to

comply with the ADA. RENTER will indemnify SE and hold it harmless from any liability, including attorneys' fees, incurred as a result of violations of any law, regulations, code or ordinance within the scope of the Venue's activities.

7. **Indemnification.** To the fullest extent permitted by law, each party shall defend, protect, indemnify and save the other, including the indemnified party's officers, directors, employees, parent company, owner, partners, subsidiaries and any other related or affiliated entities, harmless from and against all claims, losses or damages to persons or property, governmental charges or fines and costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") in any way arising out of or relating to the indemnifying party's negligent acts or omissions in connection with the Event which is the subject of the Agreement. The party found to be at fault or responsible for any claim, loss or damage will be required to indemnify the other party as provided in this paragraph. To the fullest extent permitted by law, the parties agree that a comparative negligence standard will apply to any Claims and each party will be responsible for paying for the portion of the total Claims attributable to its fault. In the event of a settlement of any Claim, expenses will be allocated proportionately based upon the amount paid by each party. RENTER's indemnification of SE shall include, but shall not be limited to, any damage or injury caused by or arising out of the failure of the Venue's equipment, defects in the Venue's premises or fixtures and the sale or service of alcohol by the Venue.
8. **Liquor Liability.** No vendors shall sell or giveaway alcohol or any marijuana items.
9. **Force Majeure.** Should events beyond the control of RENTER or SE, such as acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism or similar acts, State Department travel advisory or warning, COVID-19, civil disturbance, weather activities, disease and epidemics or any other force majeure event occurring within two weeks of the event, strike or other labor dispute, unforeseen adverse economic conditions that significantly reduce attendance or any other emergency beyond the parties' control, make it commercially unreasonable, inadvisable, illegal or impossible for either party to perform its obligations or any portion thereof under the Agreement as they relate to the Event, such party may cancel the Agreement or such portion of the Agreement without liability upon written notice to the other party, and any deposits shall be returned. In the event RENTER decides to hold its Event despite such circumstances, Venue shall waive any fees related to a reduced-sized Event (including any room and food and beverage attrition fees and any function space rental fees) and shall offer RENTER's guests any lower room rate offered to guests during the Official Dates.
10. **Entire Agreement.** This Agreement, along with Strand Events Term Sheet, shall constitute the entire agreement between the parties with respect to the subject matter set forth herein and supersedes all prior agreements, representations and understandings of the parties, written or oral; any change or amendment shall be subject to the prior written agreement of both parties. Except as otherwise provided herein, the Agreement shall be binding on and inure to the benefit of RENTER and Venue and their respective successors and assigns. Each party acknowledges that it is not relying upon any representations or warranties (or the absence of the same), except as set forth in the Agreement.
11. **Promotion.** RENTER agrees to post on RENTER'S social media about their involvement in the Pontiac Maker's Market and Marquee Concert.
12. **Authority of Signatories.** Each individual signing this Agreement on behalf of a party hereby represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the respective party indicated below.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and date first written above.

RENTER

By: _____

Name: _____

Title: _____

Date: _____

Email Address: _____

Phone Number: _____

ACCEPTED AND AGREED

Strand Events, LLC

By: _____

Name: **J. Alex Resnik**

Title: **President**