

Canton Arts Festival

Literary Celebration Vendor Contract

This contract is for participation in the 2011 Canton Arts Festival Literary Celebration (hereinafter "Literary Celebration") and is made and entered into this _____ day of _____, 2011, between the Canton Arts Festival and _____
_____(Vendor).

Vendor desires to participate in the 2011 Literary Celebration by providing _____
for sale to the general public who attend the Festival.

Literary Celebration desires to have Vendor participate in the Festival.

Set up for the Literary Celebration is scheduled for 5/20/2011. Take down following the Festival will occur on 5/22/2011.

Vendors will be located at Brown Park in downtown Canton, Georgia. Space assignment is to be provided upon arrival.

Vendors may set up between 5:00 pm and 7:00 pm on 5/20/2011 or between 7:00 am and 9:00 am on 5/21/2011

Vendors must promptly remove displays and all property (including all brochures/advertising give a ways) after the conclusion of the Festival. The time period for removal is between 5:30 pm and 7:30 pm on 5/22/2011

WHEREFORE, the parties agree as follows:

1. **TERM: The term of this contract is from the date it is signed through May 22/2011.**
2. **COST OF PARTICIPATION: Non Profit** Vendors will pay \$50 for a 12 ft x 12 ft display area at the Celebration. Payment must be submitted with the contract. **For Profit** Vendors will pay \$100 for a 12 ft x 12 ft display area at the Celebration. Payment must be submitted with the contract. Check should be made payable to: Cherokee Arts Council.
3. **RESPONSIBILITIES OF VENDOR:** Vendor will
 - a. Participate in the entirety of the Festival.
 - b. Provide all the necessary equipment (including table & tent) to successfully market and sell Vendor's product throughout the entire Festival.
 - c. Provide enough products to meet public demand throughout the Festival.
 - d. Provide adequate staffing to effectively market and sell Vendor's product during Festival hours on Saturday, May 21, 2011 from 9 am till 5 pm, and on Sunday May 22, 2011 from 12 pm till 5 pm.
 - e. Provide adequate staffing for timely take down on Sunday May 22nd, at the conclusion of the Festival
4. **RESPONSIBILITIES OF FESTIVAL:** Festival will:
 - a. Provide minimum 12 ft x 12 ft space for Vendor to set up their table to display and sell product in Festival venue.
5. **QUALITY STANDARDS:** Vendor will maintain assigned space for both days of the Festival (May 21st & 22nd 2011) in a clean and orderly fashion and will abide by all Rules and Regulations of Festival, and all local, state and federal codes, regulations and statutes.
6. **TERMINATION:** Notwithstanding the stated term, this contract may be terminated by either party, for cause, consisting of a material breach of terms and conditions of this contract.
7. **LEGAL LIABILITY:** Each party will be responsible for its own actions or failures to act that are the proximate cause of damage or injury to the other party or to the public in attendance of the Festival.
8. **INDEPENDENT CONTRACTOR STATUS:** Vendor shall function at all times and in all respects as an independent contractor. Nothing herein shall be construed to create an employer-employee relationship. Neither the Festival nor the Vendor is authorized to act as agent for the other or to incur any liability in the name of or on behalf of the other.
9. **INSURANCE:** The risk of loss, damage and theft of Vendor's product shall be borne by Vendor and Vendor shall be solely responsible to insure against such loss to its satisfaction.

10. SEVERABILITY: In the Festival one or more of the provisions contained in this contract are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.
11. ASSIGNMENT: This contract may not be assigned or transferred by Vendor or Festival.
12. COMPLETE UNDERSTANDING: This contract contains the entire understanding of the parties and supersedes all prior oral or written representations and statements between the parties.
13. AMENDMENT: This contract may be amended only by written agreement of both of the parties.
14. APPLICABLE LAW: This contract shall be interpreted according to the laws of the State of Georgia.

Name –Vendor

Tax ID#

Address

City, State, Zip

Phone #

Cell #

E-mail

PLEASE KEEP A COPY FOR YOUR RECORDS AND RETURN THE ORIGINAL TO:

Farris Yawn
c/o Yawn's Books & More, Inc.
210 East Main St.
Canton, GA 30114
678-880-1922
Fax 678-880-1923