

## ASSYRIAN FOOD FESTIVAL VENDOR AGREEMENT

Company/Organization: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Cell phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Website: \_\_\_\_\_ Resale License Number: \_\_\_\_\_

Description of products sold and display info:

\_\_\_\_\_  
\_\_\_\_\_

**Event concept:** Assyrian Food Festival is an annual celebration of the rich culture and heritage of Assyrians. Each year the Assyrian Church of the East, Mar Yosip Parish of San Jose, provides a fun-filled weekend that attracts thousands of people from Bay Area and Central Valley. There are non-stop activities, entertainment, special exhibits and authentic Assyrian food for everyone. Last year we had over 10,000 attendees.

**Event date:** August 17 – 18, 2019  
**Event time:** Saturday & Sunday 11:00am -9:00pm  
**Location:** 680 Minnesota Ave, San Jose, CA, 95125

**Space:** Vendors are allowed inside or outside the tent and have selling rights within festival area, Standard booth size is 10' x 10' which also includes 2 tables of 6' long. Electricity is not available at the booth.

### Registration & Payment Instructions:

- Vendor needs to complete this form and sign pages 1 and 2, and mail or email the completed forms to the address listed below. Payment is of \$300.00 per vendor
- Please make checks payable to Assyrian Church of the East
- Send your payment to Assyrian Church of the East, 680 Minnesota Avenue, San Jose, CA 95125.
- All payments must be received by, July 31, 2019

For questions please contact Ramina Ziyeh @ 408.891.7152 or rziyeh@gmail.com

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

### Assyrian Food Festival / Mar Yosip Parish

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

## ASSYRIAN FOOD FESTIVAL VENDOR AGREEMENT

The submission of a duly signed Vendor Agreement ("Agreement") constitutes an offer to accept exhibit space assigned pursuant to the provisions hereof. Upon acceptance by the Assyrian Food Festival Committee ("Committee"), as provided herein, the Agreement shall become a binding contract by and between Committee and the "Company" identified in the Application page of the Agreement ("Vendor") for space at the Assyrian Food Festival, which is scheduled to take place on August 17 and 18, 2019, and at 680 Minnesota Ave, San Jose, California ("Event(s)").

1. Acceptance. The Agreement shall become binding and effective only when the Agreement has been duly signed by Vendor and accepted and duly signed by Committee. The receipt and deposit of a Vendor's payment alone does not constitute acceptance.
2. Assignment of Space. Committee will attempt to assign Vendor to one of its requested spaces. However, Committee reserves the right to make the final determination of all vendor space assignments and may change the space allocation(s) at any time without prior notice to Vendor. The failure to allocate to a Vendor's requested space shall not in any way affect the enforceability of the Agreement.
3. Assignment or Subletting Space. Vendor shall not assign, sublet, share all or any part of its assigned space to be used by any other business, firm or person without the prior written approval of Committee.
4. Exhibitor Functions. Vendor shall install its display prior to the Event(s), and immediately dismantle and remove its display after the conclusion of the Event. Vendor's display shall be open and adequately staffed throughout the entire Event. Vendor shall remove all trash and debris accumulated during the Event and shall return its space to the same condition as received.
5. Display Restrictions. Vendor's displays, demonstrations or other activities shall be confined to the limits of Vendor's space and not interfere with other vendors. Vendor shall not operate audio-visual device or sound system in a manner that disturbs or interferes with other vendors.

Committee reserves the right to remove or restrict any exhibit that Committee, in its sole discretion, determines is objectionable or inappropriate. Any such removal or restriction of a vendor shall not in any way affect the enforceability of the Agreement.

6. Assumption of Risk. Vendor assumes all risks associated with, resulting from or arising in connection with Vendor's participation or presence at the Event(s). Vendor has sole responsibility for its property or any theft, damage or loss to such property. This Section 6 shall survive the termination, cancellation or expiration of the Agreement for any reason.
7. Indemnification. Vendor shall indemnify, defend and hold Committee & Mar Yosip Parish and its directors, officers, employees, successors and assigns, harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees, fines, penalties and expenses (including reasonable attorneys' fees) which result from or arise out of or in connection with: (i) Vendor's participation or presence at the Event(s), including (without limitation) claims of third parties for property damage or bodily injuries; and/or (ii) any actual or alleged breach by vendor of any covenants, promises or other obligations under the Agreement or any other contracts, arrangements or agreements.
8. Limitation of Liability. Under no circumstances shall Committee or Mar Yosip Parish be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. Committee & Mar Yosip Parish makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event(s) or regarding any other matters. This Section 8 shall survive the termination, cancellation or expiration of the Agreement for any reason.
9. Termination by Exhibitor. If Vendor desires to terminate the Agreement, Vendor may only do so by giving advance written notice thereof to Committee with evidence of receipt. The date of termination shall be the date Committee receives Vendor's written notice. Should Vendor terminate after July 21, 2016 there shall be no refund of any amounts paid by Vendor for exhibit space rental.
10. Insurance. Vendor at its own expense, shall secure and maintain through the term of the Agreement: a commercial general liability insurance. II, Cancellation of the Event. If the Event(s) is cancelled due to circumstances beyond Committee's reasonable control (such acts of God, acts of war, governmental agency or unavailability do to tent safety reasons), Committee shall refund Vendor its exhibit space rental payment previously paid, If Committee reschedules the Event date to a date not more than 30 days later, no refund shall be due Vendor.
11. Observance of Laws. Vendor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations (including all rules and regulations issued for the Event(s)). Without limiting the foregoing, Vendor's exhibit shall comply with the Americans with Disabilities Act.

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_