



**Art Synergy Vendor Application
Unleashed Art Fair / Vision 2020**

Name: _____

Business Name: _____

Address: _____

City: _____

Phone: _____

E-mail: _____

January 25, 2020

2600 Florida Ave
West Palm Beach, FL 33401

Event Hours: Saturday 6 PM - 11 PM

All Spaces are 10' x 10'

Vendor Type (check one):

- Arts/Crafts (\$50)** **Retail (\$150)** **Food/Beverage Vendor (\$150)**

All Tents MUST be outdoor and fireproof rated

Please list all items or products sold (attach a page if you need more space):

Electricity will be provided for lighting only. You are required to bring your own lights, 2 power strips, and outdoor rated 50' - 100' extension cords (2 minimum if 50').

All vendors are required to provide: Application Deadline: January 7, 2020

- Completed & Signed Vendor Application
- Signed Vendor Agreement
- Signed Indemnification & Waiver of Liability for each person that will work your tent during the event.
- Certificate of Insurance naming Art Synergy, Inc. as additionally insured
- Signed Rules & Regulations
- At least two photos of your product & display
- \$50 worth of gift certificates to your business or 1 Item for raffle.

Please mail completed documents to:

Art Synergy

811 Belvedere Rd.

West Palm Beach, Florida

Attn: Rolando Chang Barrero

You can also email documents to: ArtSynergyPBC@gmail.com

For additional event information, contact: 786-521-1199

ART SYNERGY STANDARD VENDOR AGREEMENT

This Standard Vendor Agreement (hereinafter "Agreement") is made by and between

_____ (hereinafter the "Vendor") and ART SYNERGY Inc., (hereinafter, the "ART SYNERGY") (collectively the "Parties").

WHEREAS, the ART SYNERGY is in need of vendors for UNLEASHED ART FAIR, which will take place at the time and location described below, (hereinafter "Event"); and

WHEREAS, the Event will be held for a proper municipal purpose and is in the interest of the public and in furtherance at the ART SYNERGY Plan; and

WHEREAS, the Vendor has the desire, products, knowledge, ability, and equipment to sell its products at the Event;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties acknowledge, the Parties agree as follows:

1) Incorporation. The recitals above and all other information above are hereby incorporated herein as if fully set forth.

2) Notice and Contact.

Contact Person for the Vendor:

Business Name:

Address:

Telephone Number:

Email Address:

Others that will be present at booth:

b. Contact Person for Art Synergy (hereinafter "Program Coordinator"):

Name: Rolando Chang Barrero

Address: 811 Belvedere Rd., West Palm Beach, Florida 33405

Telephone Number: 786-521-1199

Email Address: ArtSynergyPBC@gmail.com

3) Description of Items to be Sold:

(hereinafter "Products").

NOTE: Only the Products listed above and approved by Art Synergy will be allowed for sale. Any Vendor selling products not listed above and not approved by Art Synergy must stop selling those products immediately and/or be banned from the Event. All changes and additions to Products lists must be submitted in writing and approved by Art Synergy before they can be sold at the Event.

4) Dates and Times:

Date:

January 25, 2020

5) Approximate length of Event.

Five hours.

Between the hours of: 6 P.M. and 11:00 P.M.

6) Location. 2600 Florida Ave., West Palm Beach, FL 33401

7) Number of Booth Spaces Requested:

1 2 3 Other:

(hereinafter, the "Space")

Vendors will receive one booth space. Additional space may be purchased.

These Items NOT Provided by ART SYNERGY and MUST be provided by vendor

One 10'x 10' tent ,Tent lights , 2 Power Strips, and 1 or 2 Outdoor rated extension cords totaling 100 ft. in length.

8) Fees.

Vendor will pay the required fee for each vendor space requested, for a total of:

Arts/Crafts (\$50) Retail (\$150) Food/Beverage Vendor (\$150).

Art Synergy must receive the payment by 5:30 p.m. on December 15, 2019.

Vendor accepts all risks associated with inclement weather conditions and any low attendance associated with weather conditions.

9) Weather Conditions. Art Synergy will notify Vendor as soon as possible if the Event will be cancelled due to weather conditions. There will be no make-up days for days that are cancelled for weather-related reasons.

10) Documentation. Vendor affirms that it will produce all documentation necessary to prove its vendor status upon request.

11) Security. There will be security personnel present at the Event. Vendor understands that the presence of these security personnel does not mean that Art Synergy is responsible or in any way liable for theft or other incidences that may occur at the Event. Vendor acknowledges that the presence of security personnel does not guarantee safety or security of Vendor, Vendor's personnel, or Vendor's Products.

12) Terms of Vending. The Vendor shall sell its Products described above for the Event. The Vendor shall begin promptly at the start times listed above, and sell its Products only within the Date(s) and Time(s) described above. Reasonable variances from the Date(s) and Time(s) are permitted for acceptable reasons. Art Synergy has sole and absolute discretion as to what constitutes a "reasonable variance" and what constitutes an "acceptable reason."

13) Attendance. Vendors who do not provide 24 hour notice of cancellation will be considered "no shows" and will not be eligible to return during the 2020-2021 Season for any further scheduled dates, nor future seasons. Unless Art Synergy notifies the Vendor of a cancellation, Vendor should assume the Event is still occurring, even if Vendor predicts that the Event will be canceled for weather conditions. Vendor understands that its failure to cancel its reserved site or notify Art Synergy that it will arrive later than 2 P.M. may result in the Space being assigned to another vendor. If a different space is available, Vendor may, but is not guaranteed to, be assigned to another location. Vendor understands Art Synergy will not refund previously paid fees by Vendor in the event of Vendor "no show."

14) Decorations, Equipment, Etc. The Vendor is required to decorate Vendor's Space. The Vendor is responsible for all of its own decorations, equipment transportation, set-up, and break-down; and anything else necessary to sell its Products shall be provided by and at the expense of the Vendor. Vendor agrees to keep the Space attractive and to clean it at the close of the Event. Art Synergy must approve all tents prior to setup and use, and all tents must be anchored sufficiently to withstand the wind and weather conditions during the Event.

The Vendor shall leave the site and the Space in a condition equal to that prior to the Event. Art Synergy shall not be responsible for any equipment or other property of the Vendor brought to or left on Art Synergy property.

Vendor agrees to complete setup of the Space prior to 2:00 P.M. on day of the Event, and agrees not to close down business prior to 11:00 P.M. on January 25, 2020, and not to tear down or pack up the Space prior to 11:30 P.M. on January 25, 2020.

Vendor understands that Art Synergy has the right to control the "aesthetics" of the Event. Vendor agrees to keep its display, decorations, equipment, Products, and other materials inside the Space. All Vendor activity related to the Event outside of the Space is strictly prohibited.

15) Propriety. The Vendor shall ensure that during the Event and while selling its Products, Vendor and Vendor's personnel will restrain from swearing, lewd actions, or lewd comments. Vendor agrees to be honest and at all times conduct himself/herself/itself in a courteous manner. Discriminatory, rude, abusive, offensive, or other disruptive conduct is strictly prohibited.

16) NO Smoking. Vendor will not smoke in booth within the boundaries of the Event.

17) Personnel. Vendor represents that Vendor has, or will secure at Vendor's own expense, all necessary personnel required to sell its Products pursuant to this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, Art Synergy. All of the sales of Products shall be performed by the Vendor, or under Vendor's supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed or permitted under state and local law to sell Vendor's Products. Vendor represents that it and its agents, employees, and personnel have all licenses and certifications required to sell its Products.

Vendor is responsible for having all those persons or entities associated with the Vendor, Space, Products, or otherwise associated with the Vendor at the Event, including Vendor's children, adhere to the terms of this Agreement.

18) Animals. Except for service animals, no animals shall be allowed at the Event without the prior permission from the Art Synergy. The Vendor is responsible for keeping the animal under control at all times. The Vendor assumes full responsibility for any injury or property damage caused by the animal.

19) Vehicles. All vehicles belonging to Vendor or Vendor's personnel shall park in the assigned vendor parking area prior to the start of the Event, if vendor parking exists for the Event.

20) Finances. Vendor is responsible for bringing its own change, bank box, and making all other necessary financial arrangements for the sale of its Products and for securing monies received by the Vendor at the Event.

21) Content, Logistics, Etc. The Vendor understands that Art Synergy has sole and absolute discretion as to the selling of Products and propriety of the Vendor. The Vendor also understands that Art Synergy has final and complete control of the method, manner, means, scheduling, placement, and other logistical considerations at the Event.

22) Cancellation. Art Synergy reserves the right to cancel or postpone the Event for any reason and

Art Synergy may, in its sole and absolute discretion, choose to refund fees for the Events that was canceled or postponed for reasons other than weather conditions. In the event of any cancellation or postponement by Art Synergy, Art Synergy will endeavor to notify the Vendor as soon as practicable prior to the Event.

The Vendor or agent must notify Art Synergy immediately of any reason which might result in Vendor's failure to attend the Event or any portion of the Event.

The Art Synergy reserves the right to approve /substitute any other vendor for Vendor in the event that Vendor is not able to attend as scheduled.

23) Default. The failure of the Vendor to comply with the provisions set forth in this Agreement shall constitute a default and breach of this Agreement. In the event of default or breach, Art Synergy may terminate this Agreement.

In the event that the Vendor is not ready to set up its Space or sell its Products at the scheduled time; or if the Vendor or its personnel arrive at the performance in such a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner; then the Vendor is deemed to have committed a material breach of this Agreement and Art Synergy shall have the absolute right in its sole discretion to cancel or expel the Vendor or terminate any sale in progress. Under such circumstances Vendor will not be entitled to a refund of any fees.

24) Waiver. Art Synergy shall not be responsible for any property damages or personal injury sustained by the Vendor from any cause whatsoever related to the Event, whether such damage or injury occurs before, during, or after the Event. The Vendor hereby forever waives, discharges, and releases Art Synergy, its agents, and its employees, to the fullest extent the law allows, from any liability for any damage or injury sustained by the Vendor. **This waiver, discharge, and release specifically includes negligence by Art Synergy, its agents, or its employees, to the fullest extent the law allows.**

25) Indemnification. The Vendor shall indemnify, save, and hold harmless Art Synergy, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from Art Synergy, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct, the faulty equipment (including equipment installation and removal), or the animal of the Vendor. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of Art Synergy as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require Vendor to indemnify Art Synergy for its own negligence, or intentional acts of Art Synergy, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

26) No Transfer. Vendor shall not subcontract, assign, or otherwise transfer this Agreement to any individual, group, agency, government, non-profit or for-profit corporation, or other entity.

27) Insurance. The Vendor shall obtain all insurance required by Art Synergy and provide proof thereof at least 10 days prior to the Event. The Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the Event or this Agreement. Art Synergy is to be included as "Additional Insured" with respect to liability arising out of services performed by the Vendor by or on behalf of Art Synergy or acts or omission of the Vendor in connection with selling Vendor's Products pursuant to this Agreement. The Certificate must include the following additional insured language:

**Art Synergy Inc.
811 Belvedere Rd
West Palm Beach, Florida 33405**

28) No Discrimination. The Vendor shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement or the Event.

29) No Partnership, Etc. The Vendor agrees nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or employee relationship. It is specifically understood that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the selling of the Products. If the Agreement is deemed by a court of competent jurisdiction to

empower Vendor to work on behalf of Art Synergy, Vendor shall be considered to be an independent contractor.

30) Health and Safety. The Vendor shall take the proper safety and health precautions to protect Event attendees, Art Synergy, the Vendor and Vendor's personnel, the public, the property and products of others, and will be responsible for all damage to persons and/or property that occur as a result of the Vendor's negligence or misconduct. Vendor will exercise its own judgment in matters of safety for itself and attendees of the Event. The Vendor attests that it possesses a current personal accident and or personal health insurance policy. If Vendor is preparing food in the Space, Vendor must have a fully functional fire extinguisher, appropriate for the Vendor's activities, readily available inside the Space at all times. Vendor understands it will not be allowed to participate in the Event without an appropriate fire extinguisher.

31) Promotional Materials. The Vendor agrees that Art Synergy may photograph and/or record video and audio of the Event, including Vendor and Vendor's Products, and that such photographs and recordings may be (i) used for the purposes of promotion of the Event or

future events; (ii) transmitted live or by recording on local television and radio channels. The Vendor agrees that the Event, including information about the Vendor and the Products, can be advertised prior to subsequent to the Event. Vendor expressly consents to the use of Vendor's children's names and photographs in such promotional materials. Art Synergy shall attribute the Products to the Vendor.

32) No Exclusivity. Vendor understands that it is not guaranteed the exclusive right to sell any one Product, and that other vendors may be selling the same or similar products.

33) No Infringement. The Vendor represents that in selling its Products pursuant to this Agreement, the Vendor will not infringe on the property right, copyright, patent right or any other right of anyone else; and if any suit is brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said Vendor or appearance as part of the Event is an infringement on the property right, copyright, patent right, or other rights, the Vendor will indemnify Art Synergy against any and all loss, damages, costs, attorney fees or other loss whatsoever. The Vendor shall not use Art Synergy's logos, or marks without Art Synergy's prior written approval.

34) Entire Agreement. This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed

herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

35) Counterparts and Transmission. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

36) Agreement Deemed to be Drafted Jointly. This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.

37) Governing Law, Jurisdiction, and Venue. The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the Parties expressly agree and submit.

Page **8** of **9**
Vendor Initial_____

38) Independent Advice. The Parties declare that the terms of this Agreement have been read and are fully understood. The Parties understand that this is a binding legal document, and each Party is advised to seek independent legal advice in connection with the matters referenced herein.

39) Severability. If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties.

40) Voluntary Waiver of Provisions. Art Synergy may, in its sole and absolute discretion, waive any requirement of the Vendor contained in this Agreement.

41) Removal from Event. Vendor understands that if it acts unethically or unsafely in connection with the Event, Art Synergy has the right to immediately and permanently remove the Vendor from the Event and any other scheduled events.

42) Compliance with Laws. In the selling its Products pursuant to this Agreement, the Vendor shall comply in all material respects with all applicable federal and state laws and regulations and all applicable Palm Beach County. Vendor will post in its Space proof of all necessary licenses.

43) Event Rules. Vendor agrees to abide by all rules and regulations promulgated by Art Synergy in connection with the Event.

44) Effective Date and Termination. This Agreement will become effective at the date and time that the last party signs this Agreement. This Agreement will automatically terminate after the Event and payment to Art Synergy, or on January 25, 2020, whichever occurs first. Nothing in this paragraph shall be construed so as to affect Art Synergy's right to cancel or postpone the Event or the Vendor's attendance at the Event pursuant to this Agreement.

45) Survival. The provisions of this Agreement regarding the Products of the Vendor, promotional rights, infringement, indemnity, waiver, insurance, and cancellation shall survive the expiration or termination of this Agreement and remain in full force and effect.

46)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

By: _____ Date: _____

Authorized Representative for Vendor

Print Name: _____

Witness: _____ Date: _____

Witness Name: _____

By: _____ Date: _____

Authorized Representative for Art Synergy

Print Name: Rolando Barrero

Witness: _____ Date: _____

Witness Name: