

## Merchandise Vendor Agreement

THIS AGREEMENT, is by and between the CITY OF AURORA, COLORADO, 15151 E. Alameda Parkway, Aurora, CO 80012 (“CITY”) and \_\_\_\_\_ (“MERCHANDISE VENDOR”), collectively referred to as the “Parties.”

The CITY desires to permit MERCHANDISE VENDOR to exhibit the merchandise on application attached to and hereby incorporated into this agreement by reference during Aurora Youth Expo event on June 22, 2019.

NOW, THEREFORE, in consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable consideration, the Parties agree as follows:

1. **RIGHT TO SELL:** MERCHANDISE VENDOR shall have the right to sell the merchandise set forth in the attached application. Said sales are to occur only within the area designated by the CITY for the MERCHANDISE VENDOR. The CITY has a zero-tolerance policy for the sale or display of product or advertising that displays and/or promotes any of the following: gang colors/symbols, marijuana, drugs, drug paraphernalia, and illegal activities. Any MERCHANDISE VENDOR found to be in violation of these policies is subject to expulsion from the event without any refund. Enforcement of this is at the sole discretion of CITY management.
2. **BEVERAGES:** MERCHANDISE VENDORS shall not sell, distribute, or in any way disseminate alcoholic or non-alcoholic beverages, INCLUDING WATER, unless otherwise agreed upon in writing by the CITY.
3. **PRODUCTS:** Absolutely no “Aurora Youth Expo” merchandise may be sold at the event unless otherwise agreed upon in writing. MERCHANDISE VENDORS shall not sell any item not identified on the application without prior written approval of the CITY.
4. **HOURS OF OPERATION:** MERCHANDISE VENDOR booths must be fully staffed and open, and must remain fully staffed and open between the hours of 10:00 a.m. and 2:00 p.m. on June 22, 2019 regardless of weather conditions. Closing early or opening late for any reason, may preclude MERCHANDISE VENDOR from participating in future CITY events. MERCHANDISE VENDOR understands that the event will be held rain or shine, and no refunds shall be given.
5. **BOOTH SIZE:** Booth size will be 10 ft. wide by 10 ft. deep. MERCHANDISE VENDOR understands that the CITY, at its sole discretion, will assign booth space.
6. **RENTAL EQUIPMENT:** The CITY does not provide any equipment to the MERCHANDISE VENDOR including but not limited to chairs, tables, tents, etc. MERCHANDISE VENDORS are required to provide their own equipment.

7. WEATHER SECURITY: MERCHANDISE VENDORS shall be responsible to adequately anchor all equipment to withstand the elements of weather. MERCHANDISE VENDORS are responsible to bring their own anchoring devices (weights and/or water barrels). MERCHANDISE VENDORS WILL NOT be allowed to use stakes for securing tents, canopies, etc. on the Great Lawn per the regulations of the CITY.
8. SPACE RENTAL FEE: MERCHANDISE VENDOR agrees to rent a booth space during the event to be held Saturday, June 22, 2019. All fees are due and payable with the submittal of this agreement and additional required documents NO LATER THAN June 18, 2019. No subletting of booth space is permitted.
9. LOAD-IN/SET-UP: Load-in and set-up times vary based on booth location. Load-in and set-up must be completed between the hours of 8:00 a.m. – 9:30 a.m. on Saturday, June 22, 2019. All booth set up must be completed by 10:00 a.m. MERCHANDISE VENDOR vehicles will have limited access to vendor area, please be prepared to move things by hand or dolly.
10. LOAD OUT: All MERCHANDISE VENDOR materials and GARBAGE must be removed from event site by 3:00 p.m. on Saturday, June 22, 2019.
11. SIGNAGE: All MERCHANDISE VENDOR signs and banners must be contained within the assigned booth space. Each MERCHANDISE VENDOR is responsible for supplying their own signage for their booth.
12. CONDUCT: MERCHANDISE VENDOR may not consume alcoholic beverages or marijuana within any assigned booth space. MERCHANDISE VENDORS must be suitably attired at all times. Behavior unsuitable for the CITY, or which constitutes a public nuisance, will not be permitted. MERCHANDISE VENDORS SHALL NOT PLAY ANY AMPLIFIED MUSIC FROM WITHIN THEIR BOOTH SPACE DURING THE EVENT.
13. STORAGE: All MERCHANDISE VENDOR'S property shall be kept within the assigned booth space. Storage of supplies, equipment or inventory outside the booth space will not be allowed.
14. ELECTRICAL SERVICE: MERCHANDISE VENDOR agrees to purchase electrical service, if necessary, from the CITY. There will be no electricity, generators, trailers, vans or other such mechanical devices allowed unless approved by the CITY and designated in writing as part of this agreement. It is the MERCHANDISE VENDOR'S responsibility to supply all cables and extension cords which must be UL approved.
15. CANVASSING: MERCHANDISE VENDORS may conduct business only from inside their booth space. Canvassing from outside of the booth space is not permitted. A violation of this prohibition may result in the immediate closure and removal of MERCHANDISE VENDOR from the event with loss of all submitted monies.
16. SITE INSPECTION: MERCHANDISE VENDOR is responsible for leaving designated space in its original physical condition, except for normal wear and tear. Failure to do so

will result in, at the sole discretion of the CITY, charges to repair or correct any damage or alteration. MERCHANDISE VENDOR is responsible for returning the booth space site to its original physical condition by 3:00 p.m. on June 22, 2019.

17. **GOVERNING LAWS:** This agreement shall be governed by the laws, the health, sanitation, and fire regulations of the City of Aurora, County of Arapahoe, and State of Colorado.
18. **SECURITY:** MERCHANDISE VENDORS are responsible for the safety and security of their own property and equipment at all times. There will be limited security assigned to the entire event site. No security personnel will be assigned specifically to any particular vending area. The CITY shall not be held responsible for loss, theft, or damage to any property left on the event grounds at any time.
19. **INDEMNITY:** MERCHANDISE VENDOR shall indemnify and hold the CITY, its elected officials, officers, employees, agents, staff, contractors, and volunteers harmless from any claims, damages, losses or cause of action arising out of, or in connection with the negligent acts, errors, or omissions of MERCHANDISE VENDOR under this agreement, and shall reimburse the CITY for any costs, including, but not limited to, reasonable attorney's fees incurred in defense against any such claim.
20. **VIOLATIONS:** MERCHANDISE VENDOR acknowledges that a breach of any of the terms of this agreement may result in the immediate termination of this agreement and the preclusion of the MERCHANDISE VENDOR'S participation in the event. In the event this agreement is terminated as a result of any breach by the MERCHANDISE VENDOR, they shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.
21. **AGREEMENT MODIFICATIONS:** No prior or present agreements or representations shall be binding upon any of the Parties hereto unless incorporated in this agreement. No modification or change in the agreement shall be valid or binding upon the Parties unless in writing, and executed by the Parties to be bound hereto.
22. **AGREEMENT DEADLINE:** This agreement shall be signed by the MERCHANDISE VENDOR and returned to the CITY on or before June 18, 2019. This agreement shall become effective when received and signed by the authorized representative for the CITY.
23. **RESOLUTION OF DISPUTES:** In the event of a dispute arising in any manner as a result of, or in any way related to, this agreement, the Parties agree to submit the same to mediation and/or arbitration as a prerequisite to legal action. In the event arbitrations or legal action is commenced, the prevailing Party shall be awarded reasonable attorney fees and costs incurred as a result of said dispute.
24. **CANCELLATION:** MERCHANDISE VENDOR understands that if the MERCHANDISE VENDOR cancels after the execution of this agreement, or fails to provide the required documentation, they shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

25. **BOOTH ACCESS:** The CITY and its agents or assigns shall have access to the MERCHANDISE VENDOR'S booth space and premises at all times. MERCHANDISE VENDOR may not sublet or assign their assigned booth space unless with the written permission of the CITY.
26. **EVENT DISPLAYS:** The CITY reserves the right to locate, or relocate any booth space, exhibit or display where it is in the best interest of the CITY. The CITY reserves the right to cancel any booth space, exhibit or display that is not in the best interest of the CITY.
27. **LIABILITY INSURANCE:** MERCHANDISE VENDORS must provide the City with a liability policy as detailed on the vendor application website.

By the signature below MERCHANDISE VENDOR acknowledges MERCHANDISE VENDOR has had the opportunity to review this agreement and fully understands and accepts the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the Parties to the agreement hereby execute this agreement.

CITY OF AURORA, COLORADO

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Authorized Representative for the CITY

MERCHANDISE VENDOR

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Signature