

# ELEVATION MUSIC FESTIVAL VENDOR AGREEMENT

THIS VENDOR AGREEMENT (hereinafter "Agreement"), effective as of signed date, is between the undersigned, (hereinafter "Vendor"), and World Music Development, a 501(c)(3) non-profit organization (hereinafter "Presenter").

WHEREAS, the Presenter is hosting the Elevation Music Festival in Alma, Colorado from August 16th to August 17, 2024 (hereinafter "Festival");

WHEREAS, the Vendor has agreed to have a booth at the Festival;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **VENDOR RESPONSIBILITIES:** Vendor agrees to sell, display or offer for sale only the goods or services specified in this Agreement.
2. **FACILITIES:** The Presenter shall provide a designated space for the Vendor at the Festival. Vendors are responsible for all necessary equipment, inventory, and supplies for their operations unless otherwise specified.
3. **FEES:** Vendor agrees to pay the Presenter the agreed-upon fees for participation in the Event. The fees are non-refundable.
4. **SET-UP AND BREAK DOWN:** Vendor set-up will begin at 4pm on Thursday, August 15th, 2024. All vendors must be set up, and vehicles moved off the festival grounds by 12pm (noon) on Friday, August 16th, 2024. Vendors may not start breaking down their booths until the event has officially ended at 12am on August 18th, 2024.
5. **BOOTH OPERATIONS:** Vendor booths may remain open throughout the operating hours of the Festival. Vendor agrees to remain open at least until 9pm on both days of the festival.
6. **VENDOR CONDUCT:** Vendors shall conduct themselves in a respectful and professional manner. Any conduct deemed inappropriate by the Presenter may result in expulsion from the Festival.
7. **CLEANLINESS:** Vendors are responsible for keeping their booth and surrounding areas clean and free of trash.

- 8. INSURANCE:** Vendor agrees to maintain a comprehensive general liability insurance policy with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which covers its operations at the Festival. Vendor shall provide a Certificate of Insurance evidencing such coverage, with listing the Presenter as certificate holder and additionally insured, upon the execution of this Agreement.
- 9. INDEMNITY AND HOLD HARMLESS:** Vendor agrees to indemnify, defend, and hold harmless the Presenter, its agents, officers, directors, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the operations of Vendor, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and is caused in whole or in part by any negligent act or omission of Vendor, anyone directly or indirectly employed by Vendor, or anyone for whose acts Vendor may be liable.
- 10. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, codes, regulations, and ordinances in the performance of their duties under this Agreement, including obtaining all necessary permits and licenses.
- 11. REPRESENTATIONS AND WARRANTIES:** Vendor represents and warrants that it has the right to enter into this Agreement, and that its performance under this Agreement will comply with all applicable laws, rules, and regulations, and will not infringe upon the rights of any third party.
- 12. RELATIONSHIP OF THE PARTIES:** Nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
- 13. INDEPENDENT CONTRACTOR:** The Vendor is an independent contractor under this Agreement and is not an employee or agent of the Presenter. Vendor shall not represent itself as an agent or legal representative of the Presenter.
- 14. WAIVER:** No waiver of any breach of this Agreement shall be construed as a waiver of any subsequent breach of the same or any other provision.
- 15. NOTICES:** Any notice required or permitted to be given under this Agreement shall be in writing and sent by certified mail, return receipt requested, or by reputable oversight courier, or hand delivered, or by email, and deemed received upon receipt.
- 16. SEVERABILITY:** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and the invalid or unenforceable provision shall be replaced by a valid, enforceable provision that most closely matches the intent of the original provision.

- 17. LIMITATION OF LIABILITY:** Neither party will be responsible to the other for any indirect, consequential, special or punitive damages, including lost profits, even if the party has been advised of the possibility of such damages.
- 18. NON-DISPARAGEMENT:** Each party agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the other party.
- 19. AMENDMENTS:** This Agreement may only be amended or modified by a written document executed by both parties.
- 20. NON-EXCLUSIVITY:** Nothing in this Agreement shall be construed as making either party the exclusive provider of services or goods to the other party.
- 21. NO THIRD-PARTY BENEFICIARIES:** There are no third-party beneficiaries to this Agreement. This Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns.
- 22. VENDOR'S RESPONSIBILITY FOR TAXES:** Vendor will be responsible for all income, sales, use and similar taxes and obligations related to the services provided under this Agreement.
- 23. SAFETY AND CONDUCT:** Vendor shall ensure the safety, health, and conduct of its employees, agents, and subcontractors while at the Festival.
- 24. FIRE SAFETY AND COMPLIANCE:** Vendor agrees to comply with all local, state, and federal fire codes and regulations. Specifically, for food vendors, the following additional conditions must be adhered to:
- a. Vendor shall maintain proper fire extinguishing equipment, compliant with current standards and regulations, readily available in or near the designated Vendor area.
  - b. Any use of open flames, cooking devices, heaters, or any other items or activities that may increase the risk of fire, must be clearly declared and approved by the Presenter prior to the Festival.
  - c. Vendor shall not obstruct any fire exits, firefighting equipment, or emergency access points.
  - d. Vendor shall ensure that all electrical cords and equipment are in good condition and properly rated for their intended use.
  - e. Vendor shall maintain a minimum of 10 feet clearance between cooking equipment and combustible materials.

- f. Any violations of fire safety standards or regulations may result in immediate termination of this Agreement and expulsion from the Festival, at Vendor's expense, without refund.
- g. Vendor agrees to cooperate with local fire departments, state fire marshals, and any other officials with jurisdiction over fire safety at the Festival.

Failure to comply with the above fire safety and compliance rules may result in the termination of this Agreement. By signing this Agreement, the Vendor acknowledges their responsibilities under this clause.

**25. RIGHT OF REFUSAL:** The Presenter reserves the right to eject or remove from the premises any person or persons objecting to the rules and regulations of the Festival or engaging in behavior that is disruptive, abusive, illegal, or otherwise unsuitable.

**26. COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

**27. CONFIDENTIALITY:** Vendor agrees to hold in strict confidence, and not to use or disclose to any other person, any confidential information received from the Presenter. This obligation will survive the termination of this Agreement.

**28. FORCE MAJEURE:** Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party.

**29. DISPUTE RESOLUTION:** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall first be resolved through good faith negotiation. If the dispute cannot be resolved through negotiation, then the dispute will be resolved through mediation or arbitration, as agreed upon by both parties.

**30. ASSIGNMENT AND SUBLETTING:** Vendor may not assign any rights or obligations under this Agreement without the prior written consent of the Presenter. Additionally, Vendor shall not sublet the space assigned by the Presenter without obtaining the Presenter's prior written approval.

**31. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both the Vendor and the Presenter.

**32. TERMINATION:** The Presenter may terminate this Agreement at any time if Vendor fails to comply with the terms and conditions of this Agreement.

**33. GOVERNING LAW:** This Agreement will be governed by and construed in accordance with the laws of the State of Colorado. Any disputes under this agreement shall be resolved in the appropriate courts in Park County, Colorado.

IN WITNESS WHEREOF, the Volunteer and Presenter intending to be legally bound, have executed this Agreement as of the date first above written.

\_\_\_\_\_  
Vendor Business Name

\_\_\_\_\_  
Vendor Authorized Signature

\_\_\_\_\_  
Print Name

Date



\_\_\_\_\_  
Presenter Authorized Signature

Saam Golgoon  
World Music Development President + CEO