



Vendor Agreement

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This Vendor Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of July 24th, 2020 by and between the following parties:

Sunray Meditation Society (SMS) and Sunray Peace Village Land Trust (SPVLT), a non-profit religious organization, organized under the laws of the state of Vermont, having its principal place of business at the following address:

2202 Downingsville Road
Lincoln, Vermont
Email: info@sunray.org

and _____,

having a primary address at the following:

Email: _____

Hereinafter, "Organizer" will refer to and be used to describe the following party: SMS and SPVLT. "Vendor" will refer to and be used to describe the following party:

_____.

Organizer and Vendor may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Organizer will be hosting an event entitled as follows: The Elders Gathering;

WHEREAS, Organizer is permitting certain vendors to sell at the Event;

WHEREAS, Vendor is a seller of certain goods, as discussed more fully below, and would like to sell at the Event;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - SCOPE:

This Agreement sets forth the terms and conditions whereby Vendor will be permitted to sell certain goods at the Event, subject to the items listed herein. Organizer agrees to provide space for Vendor at the Event, which space shall be chosen in advance. This space will be either electronic in nature when held via website or the Organizer agrees to provide the following minimum amount of square footage for Vendor: 10 sq. feet.

Neither Party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other. Neither Party shall have the power to control the activities and operations of the other. The Parties' status at all times will continue to be that of an independent contractor relationship.

Article 2 - GOODS:

Vendor is engaged in the business of selling the following goods (the "Goods"):

The Goods listed herein are the only goods permitted to be sold at the Event.

Vendor hereby warrants that the Goods being sold are of the utmost quality and are safe and legal to be sold under all applicable state and federal laws.

Article 3 - DESCRIPTION OF EVENT:

The details of the Event are as follows:

Name of Event: The 36th Annual Native American Elders Gathering

Description of Event:

An annual event that hosts Native American Elders, Buddhist Teachers and Scientists presenting on a variety of topics.

Venue & Address of Event: Online Only for Vending

2020 <https://www.sunray.org/eldersgathering/vendors> Due to the Covid 19 virus

In the future see below:

On Site Location: 2202 Downingsville Road, Lincoln, Vermont

Office : P.O. Box 269, Bristol, Vermont 05443 USA

Dates of Event: July 24 - 26th, 2020

Timing of Event: 7 am - 5 pm

Approximate Number of Attendees Expected: 200

Vendor is expected to remain open all hours of the Event unless specifically directed otherwise by Organizer.

Article 4 - SETUP AND TAKEDOWN:

Prior to the date, Vendor shall provide a photo, website link or other links where items are available for purchase. All vendors are reviewed and approved by the Organizer prior to being able to vend at the event. Vendor shall be permitted to set up any and all required facilities or items online by the following date and time:

Date for Setup: July 20th, 2020

Time for Setup: 12:00 PM

Vendor shall have all required facilities or items taken down by the following date and time:

Date for Takedown: To be determined by the Organizer.

Time for Takedown: 5 pm

Article 5 - STAFF:

Vendor shall maintain adequate staff at Vendor's own expense to ensure organizational flow at the Event.

Article 6 - PAYMENT:

To be permitted to sell the Goods at the Event, Vendor shall pay Organizer the following fee:

\$50.00, as a fixed fee for vending at the Event

Organizer shall also be provided a percentage of Vendor's gross daily receipts. The percentage amount shall be as follows: 30% (thirty percent). Gross daily receipts shall mean the sum of the monies received by Vendor for Goods sold through the event, before itemized expenses and losses.

Organizer will accept the following forms of payment:

Checks payable to "Sunray Meditation Society" to be mailed to P.O. Box 269, Bristol, VT 05443. Online payment can be made [here](https://sunray.kindful.com/?campaign=351538) (credit card, PayPal or checking account transfer): <https://sunray.kindful.com/?campaign=351538>

Tax Statement: Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by Vendor or Organizer shall be the sole and exclusive responsibility of each, respectively.

Article 7 - INSURANCE:

Vendor is responsible for maintaining adequate insurance as appropriate to Vendor's Goods and sales. Organizer will not provide additional insurance coverage and will not be responsible for any damage or loss.

Article 8 - CLEANING: Not Applicable

Vendor shall be responsible for maintaining the space provided by Organizer in a clean and orderly manner. Vendor shall be responsible for all trash removal at the close of the Event each day and at the close of the Event. If Vendor does not keep the space clean, Organizer may undertake the cleaning services and charge Vendor the amount needed.

Article 9 - NO RESPONSIBILITY FOR WATER, ELECTRIC: Not Applicable

Organizer is not responsible for providing Vendor any water, electric, sewage, telephone or other extra services. If Vendor utilizes these services, Vendor is solely and exclusively responsible for payment.

Article 10 - NO FIXTURES: Not Applicable

Vendor shall not be permitted to attach anything to the premises where the Event is being held, including signs or placards. Vendor may not put up any fixtures. Any items that Vendor would like to display must be temporary only.

Article 11 - NO OUTSIDE FOOD: Not Applicable

Vendor is not permitted to bring any outside food or beverages into the Event. If Vendor desires, Vendor may purchase food and beverages from other vendors located inside the Event.

Article 12 - LIMITATION OF LIABILITY

Except in cases of death or personal injury caused by either party's negligence, either party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to the Fees paid by Vendor to Organizer.

To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

Article 13 - INDEMNITY:

Vendor hereby agrees to indemnify Organizer, and all of Organizer's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of the Parties' relationship under this Agreement or any transaction or matter connected with this Agreement. This clause shall not be read to provide indemnification for Organizer in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Organizer caused the damage, liability, or loss.

Article 14 - TERMINATION:

This Agreement shall terminate automatically at the close of the Event.

This Agreement may also be terminated by either Party, upon notice in writing:

- a) if the other Party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;
- b) if the other Party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;

No on-going relationship between the Parties is contemplated. The Parties may decide, through an addendum to this Agreement, to expand the scope of this Agreement, but such expansion may only be in writing and with explicit terms.

Article 15 - GENERAL PROVISIONS:

- a) **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the state of Vermont and any applicable federal law. Both Parties consent to

jurisdiction under the state and federal courts within the state of Vermont. Venue will be in the following county: _____. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

b) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

c) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

d) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

e) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

f) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

g) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

h) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

i) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

j) FORCE MAJEURE: Vendor is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances, such as supplier strikes or labor disputes.

k) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or email, to the address of the relevant Party set out at the head of this Agreement or other address as that Party may from time to time notify the other Party in accordance with this clause.

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of airmail), or next working day after sending (in the case of email).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Vendor:

Name: _____

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Organizer:

Name: _____

Signature: _____